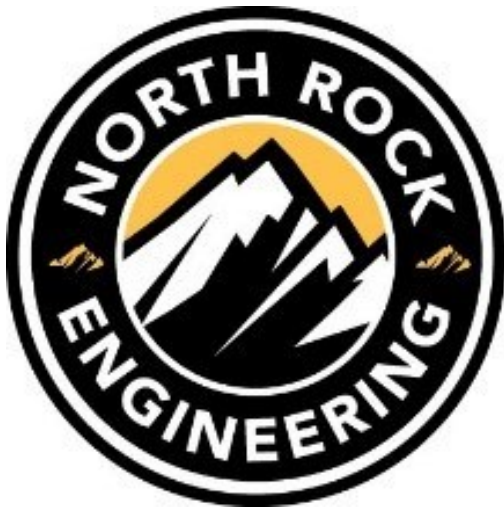


Third Avenue Reconstruction

RFP-No. 2025-04-14 - Third Avenue Reconstruction

April 14, 2025



Prepared By:

North Rock Engineering Inc.
70 Secord Street
Thunder Bay, ON P7G 1J1

On Behalf of:

The Township of Hornepayne
68 Front Street
Hornepayne, ON P0M 1Z0



1.0 LIST OF CONTRACT DOCUMENTS

Cover Page

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- List of Contract Documents
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- 6.0 Tender Form
- 6.2 Agreement (for Contracts prepared by North Rock Engineering Inc.)
- 6.3 Agreement to Bond (CCDC 220)
- 6.4 Undertaking to Comply
- 6.5 Accessibility for Ontarians with Disabilities Act, Reg. 429/07
- 6.6 Form of Certificate of Insurance
 - FORM A: SUBCONTRACTORS AND SUPPLIERS
 - FORM B: ALTERNATIVES
 - FORM C: TENDERER'S CONSTRUCTION PLANT
 - FORM D: TENDER'S EXPERIENCE IN SIMILAR WORKS
 - FORM E: TENDERER'S SENIOR SUPERVISORY STAFF
 - FORM F: SUB-CONTRACTORS AND SUPPLIERS
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LIST OF DRAWINGS

RFP-No.2025-04-14- Drawing Package - IFT



2.0 LIST OF OPS SPECIFICATIONS

The standard OPS Standards referenced within the below OPS Specification table shall pertain to the project

OPS Specifications are available for viewing and download from the Technical Publications website at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx> under the "Ontario Provincial Standards" tab.

No.	Type	Date	No.	Type	Date	No.	Type	Date
100	MUNI	Nov 2024	434	MUNI	Nov 2023	805	MUNI	Nov 2021
102	MUNI	Nov 2018	438	MUNI	Nov 2023	1001	MUNI	Nov 2021
127	PROV	Apr 2024	441	MUNI	Nov 2021	1002	MUNI	Nov 2013
180	MUNI	Nov 2021	442	MUNI	Nov 2022	1003	MUNI	Nov 2013
206	MUNI	Apr 2019	493	MUNI	Nov 2019	1004	MUNI	Nov 2021
310	MUNI	Nov 2017	501	MUNI	Nov 2017	1010	MUNI	Nov 2013
314	MUNI	Nov 2023	506	MUNI	Nov 2017	1101	MUNI	Nov 2016
401	MUNI	Nov 2024	510	MUNI	Nov 2018	1150	MUNI	Nov 2020
402	MUNI	Nov 2024	517	MUNI	Nov 2021	1351	MUNI	Nov 2024
403	MUNI	Nov 2023	706	MUNI	Apr 2018	1801	MUNI	Nov 2019
407	MUNI	Nov 2021	710	MUNI	Nov 2021	1841	MUNI	Nov 2019
408	MUNI	Nov 2021	801	MUNI	Nov 2019	1850	MUNI	Nov 2020
409	MUNI	Nov 2023	802	MUNI	Nov 2019			
410	MUNI	Nov 2018	803	MUNI	Apr 2018			
421	MUNI	Nov 2018	804	MUNI	Nov 2014			



3.0 LIST OF OPS DRAWINGS

The standard OPS Drawings referenced within the above OPS Specification table and below shall pertain to the project

OPS Drawings are available for viewing and download from the Technical Publications website at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx> under the “Ontario Provincial Standards” tab.

No.	Date	No.	Date	No.	Date
219.100	Nov 2021	704.010	Nov 2014	1104.010	Nov 2018
219.110	Nov 2021	802.010	Nov 2014	1104.020	Nov 2018
219.180	Nov 2021	802.013	Nov 2014	1105.010	Nov 2018
401.010	Nov 2018	1006.010	Nov 2021	1109.011	Nov 2020
701.010	Nov 2014	1103.010	Nov 2018	1109.025	Nov 2015
701.100	Nov 2024	1103.020	Nov 2018		
701.021	Nov 2014	1103.021	Nov 2018		

4.0 THE CITY OF THUNDER BAY (COTB) DRAWINGS – 2022

The City of Thunder Bay Drawings can be accessed and referenced at the following:

<https://www.thunderbay.ca/en/city-services/resources/Documents/Engineering/Engineering-Standards---Updated-June-2022.pdf>

No.	No.	No.	No.	No.	No.
M-104-4	W-104-1	W-111	W-116	W-118	W-126
R-100	W-100	W-112	W-117-1	W-124	W-127
S-100	W-103	W-113	W-117-2	W-125	W-130



5.0 INFORMATION TO TENDERERS

PROJECT: RFP No. 2025-04-14 Third Ave Reconstruction
OWNER: The Township of Hornepayne
CONSULTANT: North Rock Engineering Inc.
CLOSING DATE: **2:00PM EST, Thursday, May 21, 2025**

5.1 GENERAL INQUIRIES

General inquiries may be directed to:

Attention: Kevin Briggs
North Rock Engineering Inc.
70 Second St
Thunder Bay, ON P7B 3C9

Email: kbriggs@nrock.ca

Deadline for inquiries is 12:00pm EST on Friday, May 9, 2025

No oral interpretation shall be made to any Tenderers as to the meaning of any of the contract documents or to modify any of the provisions of the contract documents.

All inquiries shall be in writing and directed to the contact above.

5.2 BIDDERS MEETING

A Mandatory Bidders Meeting will **NOT** be held for the tendering of this project. Potential Bidders are encouraged to visit and inspect the site on their own prior to the date of tender submissions.

All individual site inspections shall be coordinated directly with the Township of Hornepayne:

Duane Gaudreau - Public Works Manager
Email: pwmanager@hornepayne.ca

5.3 TENDER SUBMISSION

a) All tenders shall be submitted electronically, emailed directly to the following:

Attention: Kevin Briggs
Email: kbriggs@nrock.ca



Additionally copied:

Attention: Kai Maunula

Email: kmaunula@nrock.ca

- b) Tenders shall be submitted no later than **2:00 EST on May 21, 2025, Date and time as recived by the Consultant**
- c) All Tender submissions shall be clearly labled as to the contents, submitted in one (1) PDF with the Contractors name and project as the title.
- d) Tenders must be completed in ink or typed and submitted digitally.
- e) Each tender shall include the completed copies of each of the following:
 - I. Tender Form (original)
 - II. Agreement to Bond (original)
 - III. A Tender Deposit (original)
 - IV. Certificate of Insurance
- f) The Tenderer will submit supplemental information to his tender that will be used in the evaluation of his Tender, as follows:
 - V. Supplementary Tender Forms
 - .1 Forms 'A' to 'G'

5.4 TENDER DEPOSIT

- a) Each Tenderer shall include a tender deposit in the form of a Bid Bond payable to The Township of Hornepayne in the amount of 10% of the bid price. The bid bond must be signed and sealed both by the Surety Company and the Tenderer.
- b) Bid Bonds Shall be Submitted on CCDC Form 220
- c) The tender deposit of the successful Tenderer shall be exchanged for the Performance Bond for 100% of the total value of the work and a Labour and Materials Payment Bond for 50% of the total value of the work, upon the award of the Contract.
- d) The bid deposit of the three lowest Bidders may be retained until either:
 - I) The Contract, including any required bonds or other documents, has been executed.
 - II) The Tenders have Lapsed.

5.5 ADDENDUMS

- e) It is solely the responsibility of the Tenderer to ensure that all issued Addendums to the Tender have been included in the Tender Bid submission.

5.6 DISQUALIFICATION OF TENDERERS

- a) No Tender shall be considered that is:
 - I) Is received after the official closing time set for receipt of Tenders.
 - II) Is not accompanied by the required bid deposit.

5.7 INFORMAL OR UNBALANCED TENDERS

- a) Tenders which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- b) Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Owner, may be rejected.



- c) The Township reserves the right to waive informalities at its discretion.
- d) Tenderers who have submitted tenders that have been rejected by the Township because of informalities will normally be notified of the reasons for the rejection within 10 days after the closing date of tenders.

5.8 SUBSEQUENT WITHDRAWAL OR QUALIFYING OF A TENDER

- a) A Tenderer who has already submitted a Tender may submit a further Tender at any time before the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by the Tenderer.
- b) A Tender may be withdrawn by the Tenderer by written notice delivered to Contract Administrator for the Township of Hornepayne prior to the time fixed for opening tenders.

5.9 TENDER VALIDITY

- a) This Tender shall constitute an irrevocable offer by the Tenderer, open for acceptance by The Township of Hornepayne for a period of 60 days, after which time, if not accepted; the Tender shall be null and void. It is understood that errors in the Tender, whether accidental, caused by negligence of the Tenderer or otherwise shall not confer any additional rights of withdrawal upon the Tenderer.

5.10 OMISSIONS/DISCREPANCIES

- a) Should a Tenderer find discrepancies in, or omissions from the drawings, specifications or other Tender documents, or should he be in doubt as to their meaning, he should notify the Contract Administrator who may send a written instruction to all Tenderers. Verbal answers are only binding when confirmed by written addenda.
- b) Should the Tenderer not agree that the materials and methods specified, or designated on the drawings, will provide an installation to meet the requirements of the project, he shall notify the Contract Administrator in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Contract Administrator may choose to issue an addendum

5.11 ERRORS AND OMISSIONS ON TENDER FORM

- a) Whenever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the Total Tender Price shall be corrected accordingly.
- b) If a Tenderer has omitted to enter a price for an item of work set out in the Tender Form, he shall, unless he has specifically stated otherwise in his Tender, be deemed to have allowed elsewhere in the Tender Form for the cost of performing the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender price on account of such omission and the Tenderer shall be deemed to have tendered for the entirety of the scope of work set out in the Tender Form.

5.12 AGREEMENT TO BOND

Every Tender shall be accompanied by an "Agreement to Bond" in the form included with the Tender Form and shall be executed under its corporate seal by a Surety Company lawfully doing business in the Province of Ontario from which the Tenderer proposes to obtain the required Bonds prescribed in the Contract. In the event that the Tenderer proposes to submit an alternate Performance Guarantee, a letter from the Bank confirming that the institution is providing the Performance Guarantee as required to be submitted with the Tender.



5.13 HARMONIZED SALES TAX

The tendered unit prices shall include the Harmonized Sales Tax and this amount shall be shown separately on the Tender Form and on invoices submitted by the Contractor.

5.14 TAXES AND DUTIES

The Tenderer shall include sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract. If sales taxes are increased or decreased, or other amendments are made in the legislation during the course of the Contract that alter tax amounts carried in the contract price, an adjustment will be made accordingly to the Total Contract Price.

The Contractor shall keep records and invoices of accounts subject to Harmonized Sales Tax for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the Tender.

5.15 LIMIT OF LIABILITY

The liability of the Tenderer to the Owner for loss and damage arising out of the Tenderer's breach of the "Tender contract" shall be limited to the lesser of the actual loss suffered by the Owner and the amount of Tender Deposit described in Section 5.4 Tender Deposit.

The liability of the Owner to any Tenderer for loss and damage arising in tort or for the breach by the Owner of the "Tender Contract" shall be limited to the lesser of the amount of Tender Deposit described in paragraph 5.4 Tender Deposit and the reasonable cost to the Tenderer of preparing its Tender.

5.16 ALTERNATIVES

- c) When an article is specified by its trade or other name (whether such name is followed by the phrase "or approved equal" or not), the Tenderer shall base its Tender price on the supply of the named article and no other.
- d) The Tenderer may submit with its Tender suggested alternatives to those articles specified by trade or other names. Such submissions shall be made on Form "B", bound herein, and shall show the name of the article specified, the name and description of the suggested alternative, and the total revision to the Tender Price that would result if the alternative were accepted.

5.17 TRAFFIC CONTROL PLAN

- a) A "Traffic Control Plan" is to be submitted to the Consultant within 10 days of Notice of Award
- b) The Traffic Control Plan is to be in accordance with the most up to date MTO Book 7 regulations.
- c) The Contractor will be responsible for the supply, installation and maintenance of all detour signs, sign supports and hardware for the duration of construction.
- d) The Contractor shall remove all signs upon the completion of the contract.



5.18 OWNERS RIGHTS

The Owner reserves the right to the following:

1. Make public the names and Tender Prices of any or all Tenderers;
2. Request additional clarification or submission of supplementary written information in relation to the clarification request from any Tenderer and incorporate a Tenderer's response to that request for clarification into the Tenderer's Tender
3. Reject a Tenderer's Tender on the basis of:
 - a. The Tenderer being limited by way of addition or omission of information,
 - b. The requirements for the Tender Deposit not being satisfied,
 - c. The Tender not being signed by an authorized person or it was not properly witnessed or sealed,
 - d. Changes being made to the Tender Forms,
 - e. Information provided by references,
 - f. The Tenderer's past performance on previous contracts awarded by the Owner,
 - g. The information provided by the Tenderer pursuant to the Owner exercising its clarification rights under this Tender Call process, or,
 - h. Other relevant information that arises during this Tender Call process;
4. Waive formalities and accept Tenders which substantially comply with the requirements of this Tender Call;
5. Verify with any Tenderer or with a third party any information set out in the Tender;
6. Check references other than those provided by any Tenderer;
7. Disqualify any Tenderer or the Tender of any Tenderer who has engaged in in conduct prohibited by this Tender Call;
8. Make changes, including substantial changes, to this Tender Call provided that those changes are issued in way of addenda in a manner set out in this Tender Call;
9. Cancel this Tender Call process at any stage;
10. Cancel this Tender Call at any stage and issue a new Tender Call for the same or similar deliverables;
11. Accept any Tender in whole or in part;
12. Discuss with any Tenderer different or additional terms to those contemplated in this Tender Call or in any Tenderer's Tender;
13. If a single Tender is received, reject the Tender of the sole Tenderer and cancel the Tender Call process or enter into direct negotiations with the sole Tenderer; or;
14. Reject any or all Tenders in its sole and absolute discretion.

These reserved right are in addition to any other express rights or any other rights which may be implied in the circumstances and the Owner shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Tenderer or any third party resulting from the Owner exercising any of its express or implied rights under this Tender Call.

5.19 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

A "Statement of Good Standing" from the Workplace Safety and Insurance Board (WSIB) is to be completed by the Tenderer within seven (7) calendar days of the Tender opening if Township of Hornepayne so requests.

5.20 LUMP SUM FOR MOBILIZATION/DEMobilIZATION

- a) The mobilization and demobilization item in the Tender Form is to cover the Tenderer's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price



entered for this item shall be consistent with the costs involved but shall not, in any event, exceed **5 per cent** of the Tender Price.

- b) If the Tenderer has entered against this item in their tender a price in excess of 5 per cent of the tender price the Owner shall, in preparing Contract Documents based upon the tender, reduce the price for the said item to an amount not exceeding 5 per cent of the Tender Price and shall add the amount of the reduction to other items in the Lump Sum breakdown as they deem to be fair and reasonable so the Tender Price shall not be affected.

5.21 NON-RESIDENT CONTRACTOR

- a) If the Contractor is a non-resident of Ontario, it shall, immediately after it has received the Contract Administrator's written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Tax Branch and shall submit such certificate to The Owner at the same time that it furnishes the Performance Bond and the Labour and Material Payment Bond.
- b) The Contractor shall not commence work or order any materials or equipment for the Contract until it has registered with the Retail Sales Tax Branch.
- c) The Contractor shall ensure that all sub-contractors proposed for carrying out any of the work required by the Contract and which are non-residents of Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.

5.22 REJECTION OF BIDS

- a) The Owner reserves the right to reject any or all Bids and the lowest or any Bid will not necessarily be accepted. The owner will not be responsible for any costs incurred by any Tenderer in preparing and making its bid.



6.0 TENDER FORM

1. TENDER FOR THE CONSTRUCTION OF

**CONTRACT NO: 2025-04-14
THIRD AVENUE RECONSTRUCTION**

1.1 SUBMISSION

The following Tender is hereby submitted to:

The Township of Hornepayne
68 Front Street
P.O. Box 370
Hornepayne, ON P0M 1Z0

Hereinafter called the "Owner"

On behalf of:

Contractor

Address

hereinafter called the "Tenderer"

1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

_____ (\$_____)



1.2 CONTINGENCIES AND ALLOWANCES

We agree that the Tender Price includes the contingency sum of **\$185,000.00** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DEDUCTIONS

1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.4.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

1.5 ADDENDA

We agree that we have received Addenda _____ to _____ inclusive, and the tender price includes for the provisions set out in such Addenda.



1.6 CONTRACT TIME

- (i) We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work as follows:

The Contractor Shall begin Work no earlier than Monday, June 16th, 2025

The Contractor shall complete all Work in its entirety by Monday, October 20th, 2025

- (ii) The Tenderer agrees that if he fails to tender a Contract Time in the space or spaces provided therefor in the Tender Form or in any addendum to the tender package, he will, if requested to do so by the Owner, enter into a Contract with the Owner based upon a Contract Time to be stipulated by the Contract Administrator and which, in the opinion of the Contract Administrator, is fair and reasonable.



6.1 SCHEDULE OF PRICES

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
001	Mobilization/Demobilization	LS	1		
002	Traffic Control/ Pedestrian Protection	LS	1		
003	Removal of Asphalt Pavement	M2	9151		
004	Earth Excavation for Roadway	M3	6835		
005	Geodetic Ditching	M3	887		
006	Removal of Rock	M3	16		
007	Sanitary Sewer Removal	lin.M	1007		
008	Sanitary Maintenance Hole Removal	Each	13		
009	Sanitary Service Replacement	Each	81		
010	Sanitary Maintenance Hole	Each	13		
011	Temporary Sanitary Sewer Service	LS	1		
012	Sanitary Sewer Installation - 200mm	lin.M	98		
013	Sanitary Sewer Installation - 250mm	lin.M	854		
014	Sanitary Sewer Installation - 300mm	lin.M	55		
015	Watermain Removal	lin.M	1135		
016	Hydrant Set Removal	Each	9		
017	Watermain Installation - 200mm	lin.M	866		
018	Watermain Installation - 300mm	lin.M	269		
019	Valve Box Installation	Each	11		
020	Water Service Replacement	Each	85		
021	Hydrant Set Installation	Each	9		
022	Temporary Potable Water System	LS	1		
023	Culvert Removal	lin.M	572		



TENDER FORM
THIRD AVENUE RECONSTRUCTION

024	Cross Culvert - 450mm Dia CSP	lin.M	15		
025	Cross Culvert - 600mm Dia CSP	lin.M	38.5		
026	Cross Culvert - 750mm Dia CSP	lin.M	29		
027	Entrance Culvert - 300mm Dia CSP	lin.M	31.5		
028	Entrance Culvert - 400mm Dia CSP	lin.M	104		
029	Entrance Culvert - 450mm Dia CSP	lin.M	82		
030	Entrance Culvert - 500mm Dia CSP	lin.M	21.5		
031	Entrance Culvert - 600mm Dia CSP	lin.M	251		
032	Entrance Culvert - 750mm Dia CSP	lin.M	20		
033	Granular 'B' Subbase	Tonne	14640		
034	Granular 'A' Road Base and Shouldering	Tonne	4630		
035	Granular 'A' for Driveways and Sideroads	Tonne	470		
036	HL4 Asphalt - 80mm (2-40mm Lifts)	M2	10696		
037	HL4 Asphalt - 50mm	M2	932		
038	Pavement Marking	lin.M	3093		
039	Topsoil – (75mm Thickness)	M2	2070		
040	Sod	M2	2070		
041	Ground Mounted Signs	Each	19		
042	Contract Contingency	LS	1	\$185,000.00	\$185,000.00

* Contract Contingency to be made available at the discretion of the Contract Administrator and with the approval of the Owner

SUB- TOTAL PRICE _____

HST _____

TOTAL TENDER PRICE (INCLUDING HST) _____



1.10 DECLARATIONS OF TENDERER

- (i) The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.
- (ii) The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.
- (iii) The Tenderer declares that any omissions in Tendering Statements A to G will be submitted within two working days after the opening of tenders.

1.11 CONDITIONS OF TENDER

This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.12 DISCLAIMER

The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.13 SIGNATURES

Offered by the Tenderer _____ this _____
day of _____ 2025.

Signature of Tenderer, Title Signature of Witness

Signature of Tenderer, Title Signature of Witness

NOTE: **In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:**

“I/We have authority to bind the Corporation.”

If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”



6.2 AGREEMENT

The Township of Hornepayne
Contract No. 2025-04-14

For the Reconstruction of Third Avenue

AGREEMENT

This Agreement made in triplicate this ____ day of _____, 20__, between
_____ hereinafter called "The Contractor"

AND

_____ hereinafter called "The Owner"

WITNESSETH that The Contractor agrees with The Owner to perform all the work in accordance with the Contract Documents referred to in the tender of The Contractor dated the ____ day of _____ (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$_____ which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with The Contractor that, in consideration of the work being performed by The Contractor as specified, The Owner shall pay The Contractor for said work in accordance with the provisions set out in the attached Contract Documents.

Time shall be deemed the essence of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of:

OWNER

Name

Signed

Name and Title

Witness

Signed

Name and Title

Name and Title



CONTRACTOR

Name

Signed

Name and Title

Witness

Signed

Name and Title

Name and Title

Note: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have the authority to bind the Corporation”

If the tender is submitted by an individual or partnership, it is deemed to be given under seal.



6.3 AGREEMENT TO BOND

Date: _____, 2025

“Name & Address of Surety Company”

The Township of Hornepayne
68 Front Street
P.O. Box 370
Hornepayne, ON P0M 1Z0

To Whom It May Concern:

CONTRACT NO. _____

Should the Township of Hornepayne [hereinafter referred to as the “Owner”] accept the Tender of and execute an Agreement with _____ [hereinafter referred to as the “Tenderer”], we, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Surety for the Tenderer in any of the following Bonds, on the standard format of the Canadian Construction Association.

1. Performance Bond for an amount equal to 100% of the Total Tender Price.
2. Labour and Material Payment Bond for an amount equal to 50% of the Total Tender Price.

We, the undersigned Surety Company, agree to furnish the Owner with the said Bonds within 7 days after written notification that the Owner has requested the said Bond or Bonds. We hereby further declare that our Company is legally entitled to do business in the Province of Ontario.

Yours truly,

[Name of Surety Company]

[Address]

[Seal]

NOTE: This Agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company’s corporate seal.



6.4 UNDERTAKING TO COMPLY

Name of Contractor: _____

Description of Contract: _____

Name of Authorized
Representative
of the Contractor _____

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in The Township of Hornepayne (hereinafter the Township) discretion, lead to the termination of this Contract;
- (b) To permit the Township to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).
- (c) To permit the Township to monitor the adherence of the pre-construction checklist and provide forthwith to the Township of Hornepayne any orders, directives or narratives received by a regulatory authority related to any work being performed to fulfill the requirements of the contract.

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Township in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law, to immediately, report the problem to a provincial and/or federal Ministry, the Township will immediately do so.
- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Township may report the problem to the appropriate Ministry(ies).
- (v) The Contract may, in the Township's discretion, be suspended or terminated and/or payment withheld by the Township.

(b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Township reserves the right to bypass any or all of the steps described in subsection 3(a).

4. I/We hereby acknowledge:



UNDERTAKING TO COMPLY
THIRD AVENUE RECONSTRUCTION

- (a) receipt of a copy of the Township's Contractor Safety Policy and that I/we understand and undertake to adhere to the terms of this Policy and to co-operate with the Township in its efforts to ensure compliance thereunder, if applicable.

I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

(Print name of Signing Party under each signature)

(Print name)

Signature of Witness

Signature of Tenderer (Seal)



6.5 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, REG. 429/07



ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005
ONTARIO REGULATION 429/07
(Accessibility Standards for Customer Services Section 6, Training)
COMPLIANCE FORM FOR CONTRACTORS

Contracting Party: _____

Address: _____

Location of work being provided to the Owner: _____

Work being performed for the Owner: _____

Anticipated duration of the contract or services being provided: _____

I have the authority to bind the contracting party and I verify that our company meets the requirements of the Accessibility For Customer Service Regulation 429/07, Section 6; Training For Staff and will continue to meet these requirements for the duration of the contract or services being provided to the Owner.

Signature: _____

Title: _____

Date: _____

Please submit to the Owner prior to beginning of any contract work for the Owner.



6.6 CERTIFICATE OF INSURANCE

Contract Number: _____

Description of Contract: _____

Insureds: (Contractor): _____

And The Township of Hornepayne And the Consultant (North Rock Engineering Inc.) And all Sub-Contractors of either employed or in the work to be performed

POLICY	COMPANY NUMBER AND POLICY NUMBER	DATE		LIMITS OF LIABILITY
		EFFECTIVE	EXPIRATION	
GENERAL LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement \$5,000,000 Inclusive
AUTOMOBILE LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement \$5,000,000 Inclusive
OTHER (Describe)				

IMPORTANT: This Certificate confirms that the Policies listed above are in full force and effect and that these Policies will not be amended to restrict coverage or cancelled without thirty (30) days prior written notice being given to The Township of Hornepayne, and further that the General Liability Policy listed above includes all coverages outlined under (1) and (2) below, and includes coverage under (3) as follows:

GENERAL LIABILITY COVERAGE INCLUDES:

1. Complete Operations, which coverage shall maintain continuously in force for a period of not less than 24 months from the date of the Certificate of Total Performance of Work.
2. Blanket Contractual Liability
3. Contingent Employer Liability
4. Non-owned Automobile Liability
5. Occurrence Property Damage
6. Broad Form Property Damage
7. Pollution/Environmental Damage

DATE: _____

Name of Insurance Company(ies) (Not Broker)

Name of Insurance Company or Broker

Signature of Authorized Representative or Official of Broker



7.0 TENDERING STATEMENTS

FORM A: SUBCONTRACTORS AND SUPPLIERS

FORM B: ALTERNATIVES

FORM C: TENDERER'S CONSTRUCTION PLANT

FORM D: TENDER'S EXPERIENCE IN SIMILAR WORKS

FORM E: TENDERER'S SENIOR SUPERVISORY STAFF

FORM F: SUB-CONTRACTORS AND SUPPLIERS

FORM G: SOURCES OF GRANULAR MATERIAL, CONCRETE, AND ASPHALT



7.3 FORM C: TENDERER'S CONSTRUCTION PLANT

NOTE: Failure of the bidder to complete FORM "C" may be grounds for rejecting the Tender.

7.4 FORM D: TENDER'S EXPERIENCE IN SIMILAR WORKS

<u>Year</u>	<u>Description of Contract</u>	<u>Owner's Name</u>	<u>Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: Failure of the bidder to complete FORM "D" may be grounds for rejecting the Tender.

7.5 FORM E: TENDERER'S SENIOR SUPERVISORY STAFF

<u>Name</u>	<u>Appointment</u>	<u>Qualification and Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Failure of the bidder to complete FORM "E" may be grounds for rejecting the Tender.



7.6 FORM F: SUB-CONTRACTORS AND SUPPLIERS

The Tenderer shall quote the name and address of each proposed subcontractor or supplier. After the Tender has been accepted by the Owner, the Contractor shall not be allowed to substitute other subcontractors or suppliers in place of those named below without written approval of the Engineer.

NOTE: Indicate "N/A" or "None" if you intend on performing all aspects of this Work.

<u>Sub-Trade Section or Equipment</u>	<u>Name and Address of Sub-Contractor or Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Concrete Flatwork: _____

ACI Certified Person On-site: _____

(new mandatory qualification)

NOTE: Failure of the bidder to complete FORM "F" may be grounds for rejecting the Tender.

7.7 FORM G: SOURCES OF GRANULAR MATERIAL, CONCRETE, AND ASPHALT

<u>Material</u>	<u>Supplier</u>	<u>Supplier's Pit Location</u>
HL4	_____	_____
Granular "A"	_____	_____
Granular "B"	_____	_____
Concrete	_____	_____
Topsoil	_____	_____

NOTE: Failure of the bidder to complete FORM "G" may be grounds for rejecting the Tender.



8.0 GENERAL CONDITIONS

This Contract shall follow the Ontario Provincial Standards (OPS) General Conditions of Contract, OPSS.MUNI 100, dated November 2024.

This document is available for viewing and download from the Technical Publications website at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx> under the “Ontario Provincial Standards” tab.



9.0 SUPPLEMENTARY GENERAL CONDITIONS

The Ontario Provincial Standards [OPSS 100] MUNI General conditions of Contract, November 2024, are modified as follows:

SECTION GC 1.0 – INTERPRETATION

GC 1.04 Definitions

The definition of "Owner" in Subsection GC1.04 are deleted and replaced by the following:

"Owner" means the party to the Contract for whom the Work is being performed, as identified in the Agreement, and includes, with the same meaning and import, "Authority." For the purpose of this Tender and Contract, The Township of Hornepayne is as prime proponent, considered to be the Owner.

The definition of "Subcontractor" in Subsection GC1.04 are deleted and replaced by the following:

"Subcontractor" means a person, firm or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor which has been approved by the Owner.

Subsection GC1.04 is amended by the addition of the following definitions:

"Consultant" means the same as the "Contract Administrator".

"Corporation" means the same as the "Owner".

"Engineer" means the same as the "Contract Administrator".

"Project Specifications" means Ontario Provincial Standard Specifications, and these Special Provisions.

"Provide" means supply all labour, materials, equipment, handling and cartage required to complete installation of the item concerned.

"Township" means The Township of Hornepayne. Any reference to the Township found in this Contract shall mean the "Owner"

"North Rock Engineering" means the same as the Engineer

GC1.06 Final Acceptance

Subsection GC1.06 is amended by the addition of the following paragraph:

In addition to all other prior requirements, Final Acceptance will not occur until the Work has passed all inspections and testing requirements.

SECTION GC2 CONTRACT DOCUMENTS



GC 2.01 Reliance on Contract Documents

Paragraph .01(a) is replaced by the following:

"(a) The Contractor shall assume full responsibility for obtaining the exact locations of all Utilities. The Contract Administrator does not warrant the correctness or completeness of the Plans with respect to the Utilities and services whether underground or on the surface. The Contractor shall have no claim for additional compensation, if, in uncovering and carrying out the Work, it should find that the actual location of the Utilities does not correspond with the locations shown on the

GC2.02 Order of Precedence

Paragraph GC 2.02.02(b) is amended by adding the words "of the same date" to the end of this paragraph.

SECTION GC 3.0 ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

Paragraph GC 3.01.03 is amended by the addition of the following paragraphs:

"(a) The Contract Administrator will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the Applicable Laws or general construction practice. The Contract Administrator will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Contract Administrator will not have control over, charge of, or be responsible for the acts or omissions of the Contractor, Subcontractors, suppliers or their agents, employees and any other Person performing portions of the Work.

(b) Whenever the Contract Administrator considers it necessary or advisable, the Contract Administrator will have authority to require inspections or testing of the Work, whether or not such Work is Provided. However, neither the authority of the Contract Administrator to act, nor any decision either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Contract Administrator to the Contractor, Subcontractors, suppliers or their agents, employees or other Person performing any of the Work."

Paragraph GC 3.01.05 is replaced by the following:

".05 The Contract Administrator shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents."

Paragraph GC 3.01.03.16 is amended by replacing the words "applicable laws or bylaws" with the words "Applicable Laws".

Paragraph GC 3.01 is amended by the addition of the following paragraph:



".18 All certificates issued by the Contract Administrator shall be to the best of the Contract Administrator's knowledge, information and belief. By issuing any certificate, the Contract Administrator does not guarantee the Work is correct or complete."

GC3.07 Delays

Paragraph .01 of Subsection GC3.07 is replaced by the following:

If the Contractor is delayed in the performance of the Work by:

- a) war, blockades, and civil commotion, errors in the Contract Documents, an act or omission of the Owner, Contract Administrator, other contractors, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents; or
- b) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or
- c) the Contract Administrator giving notice under Subsection GC7.10, Suspension of Work; or
- d) abnormal inclement weather; or
- e) archaeological finds in accordance with subsection GC3.15, Archaeological Finds,

then the Contractor shall **not** be reimbursed by the Owner for any costs incurred by the Contractor as the result of such delay. Any delay in the performance of the work shall be considered for the extension of Contract Time only.

In the case of an application for an extension due to abnormal inclement weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support to such application. Extension of Contract Time will be granted in accordance with Subsection GC3.06, Extension of Contract Time.

Subsection GC3.07 is further amended by the addition of the following paragraph:

.05 The Contractor shall not have any claims for compensation or damages against the Owner for any stoppage or delay from any cause whatever, whether such stoppage or delay shall be caused by or result from the action or neglect of any other contractor, or shall be caused by or result from the work being out of the hands of the Contractor, or any other contractor, by the Owner under the provisions of this Contract made with such other contractor.

GC3.08 Assignment of Contract

Subsection GC3.08 is amended by the addition of the following paragraph:

.02 No assignment of this contract in whole or in part shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to the prior lien for services rendered or material supplied for the performance of the work called for in the Contract in favor of persons, firms, or corporations rendering such services or supplying such materials.



GC3.10.01 Changes in the Work

Paragraph .03 of subsection 3.10.01 is deleted and replaced by the following:

.03 The valuation of additions to, and deductions from the Contract shall be made as follows:

a) The prices in the Schedule of Prices or Provisional Items shall apply where appropriate as determined by the Contract Administrator.

b) If the prices in Clause (a) are not appropriate, valuation will be made by one of the following methods:

i. Contract Administrator may ask for the Contractor for a Quotation for the proposed work.

ii. If the Quotation referred to in (i) above is not accepted by the Contract Administrator, the actual cost of the work will be determined on a Time and Material Basis in accordance with the OPS General Conditions, Supplementary General Conditions, Project Specifications and Special Provisions.

c) Whenever extra work is being performed under Subsection (b) (ii) above, the Contractor shall submit daily reports in writing, to the Contract Administrator, indicating the total chargeable costs incurred, for the day. Valuation of the extra work being so performed will be made by the Contract Administrator on the basis of approved daily reports.

GC3.10.03 Additional Work

Paragraph .03 of Subsection GC3.10.03 is deleted and replaced by the following:

.03 Any additional work shall be renegotiated, and the negotiated unit rates shall not exceed the bid unit rate as provided in the original Tender.

SECTION GC 4.0 Owners' Responsibilities and Rights

GC 4.02 Approvals & Permits

Paragraph GC 4.02.02 is replaced with the following:

.02 The Contractor shall obtain and pay for all permits, licences and certificates solely required for Project approval.

GC 4.08 Termination of the Contractors Right to Continue the Work

Paragraph GC 4.08 is amended by the addition of the following paragraphs:

.03 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor, Subcontractors or their respective workers of OHSA, WSIA or Environmental laws.



.04 Upon a termination of the Contract, the Owner may publish a notice of termination in the form and manner prescribed in the Construction Act. For greater certainty, a termination in accordance with this Contract will be effective whether or not a notice of termination is published.

SECTION GC6 – Insurance, Protection, and Damage

GC6.01 Protection of Work, Persons and Property

Subsection 6.01 is amended by the addition of the following paragraph:

.06 When carrying out excavation work, the Contractor may encounter such underground utilities as sewers, gas mains, telephone cables, power cables, and water mains. The Contractor shall be fully responsible for any breakage or damage to such utilities, and the Contractor shall pay the full breakage or damage to such utilities, and the Contractor shall pay the full cost of repairing such damage and making good any losses or damages which are caused as a result of his operation in carrying out this Contract.

GC6.03.02 Commercial General Liability Insurance

Paragraph .01 and .02, of Clause GC6.03.02 are deleted and replaced with the following:

.01 The Contractor shall obtain and maintain Comprehensive General Liability Insurance against Bodily Injury and Property Damage claims with respect to all work to be performed under this contract. Such Insurance shall:

- a) be in the joint names of the Contractor, the Township of Hornepayne, North Rock Engineering Inc., and all sub-contractors of either employed directly or indirectly in the work to be performed;
- b) contain a Cross Liability Clause;
- c) include coverage for:
 - [i] Completed Operations, which coverage shall be maintained continuously in force for a period of not less than 24 months from the date of the Certificate of Total Performance of the Work
 - [ii] Blanket Contractual Liability
 - [iii] Contingent Employers Liability
 - [iv] Non-owned Automobile Liability
 - [v] Broad Form Property Liability
 - [vi] Excavation
- d) where applicable, include coverage for:



- [i] Underpinning, shoring
- [ii] Demolition
- [iii] Building raising or moving
- [iv] Blasting or the Use of Explosives
- [v] Tunneling
- [vi] Pile driving, caisson work
- [vii] Use of aircraft or watercraft, owned or non-owned

e) contain a clause stating that such Insurance shall remain in force and not be amended, cancelled or allowed to lapse without 30 days prior written notice being given to each of the named insureds;

f) be subject to a limit of not less than \$5,000,000.00 inclusive per occurrence for Bodily Injury, Death and Damage to Property, including loss of use thereof;

.02 Prior to the commencement of any work under this Contract the Contractor shall file with the Owner, Certificates evidencing full compliance with the above clauses, in accordance with the prescribed Certificate which is located after the "Tender Form" in the Documents.

GC6.03.06 Contractor's Equipment Insurance

Subsection 6.03.06 is amended by the addition of the following paragraph:

.02 If this Contract includes the construction of or alterations to a bridge, dam, culvert or building, the Contractor shall provide Property Insurance, to insure the Work against all risk including floods and earthquakes.

GC6.03.08 Insurance Claims

Subsection 6.03.08 is added as follows:

.01 It shall be the duty of the Contractor to fully comply with the terms and conditions of the Liability Insurance coverage, including, without limiting the generality of the foregoing, the requirement to promptly report claims to the Insurer.

.02 The Contractor shall also promptly notify the Contract Administrator of all such claims in writing.

.03 If a claim is settled, the Contractor shall thereupon provide the Contract Administrator with a copy of the Claimant's Release.

.04 If a claim is rejected, the Contract Administrator shall be notified at the time of rejection.

.05 The Contract Administrator shall be provided full information as to such claims at all times as the Contract Administrator may require and in any event should 30 days elapse after the claim has been



received by the Contractor and the Contractor is not able to report settlement or rejection of the claim, the Contractor will provide a full report to the Contract Administrator as to the status of and steps being taken with respect to the claim.

GC6.04 Bonding

Paragraphs .01 and .02 of subsection 6.04 are replaced by the following:

.01 The Contractor shall prior to commencement of the Work, provide to the owner a performance bond, in the form required by the Construction Act, in an amount equal to 100% of the Contract price, covering the performance of the Contract, including the Contractor's requirements with respect to the correction of deficiencies and the fulfillment of all warranties.

.02 The Contractor shall prior to commencement of the Work, provide to the Owner a labour and material payment bond, in the form required by the Construction Act, in an amount equal to 50% of the Contract price covering payment for labour, Product, or both.

Subsection 6.04 is amended by the addition of the following paragraphs .03 and .04:

.03 The bonds referring to in paragraph GC 6.04 shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province of Ontario and shall be maintained in good standing until the fulfillment of the Contract, including all warranty and maintenance periods set out in the Contract Documents. Unless otherwise stated in the Contract Documents, the form of such bonds shall be in accordance with the form of bonds set out in the Construction Act.

.04 It is the intention of the parties that the performance bond shall be applicable to all of the Contractor's obligations in the Contract Document and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply. The Contractor represents and warrants to the Owner that it has provided its surety with a copy of the Contract Documents prior to the issuance of such bonds.

SECTION GC7 – Contractor's Responsibilities and Control of the Work

GC7.01 General

Paragraph .01 of Subsection 7.01.02 Commencement of Work is deleted and replaced with the following:

.01 The Contractor shall commence the Work within 7 days after receiving Notice from the Contract Administrator. The Contractor will not commence the work until the contract has been officially accepted by the Township of Hornepayne, the Insurance Certificates and the Performance Bonds are satisfactory to the Township of Hornepayne, and the Contractor has received Notice from the Contract Administrator to commence the work.

Subsection GC7.01.04.01 Compliance with the Occupational Health and Safety Act is amended by the addition of the following paragraph:

(h) in order to eliminate the possibility of the Township of Hornepayne being designated as "Constructor" as defined in the Occupational Health and Safety Act, RSO, 1990, two or more contractors cannot have work progressing in the same area. It is the Contractor's responsibility as "Constructor" under the provisions of



the Occupational Health and Safety Act to co-ordinate the activities of all employees and workers operating within the contract limits to ensure that the requirements of the Occupational Health and Safety Act are satisfied. A minimum distance of separation between Contractors will be as stipulated by the Ministry of Labour.

GC7.01.09 Utilities

Replace Subsection GC7.01.09 paragraph .01 with the following:

.01 The Contractor shall arrange with the appropriate Utility authorities for the stake out of all underground Utilities and service connections, which may be affected by the Work. The Contractor shall be responsible, at its expense, for any damage or interference to the Utilities, pole lines, pipe lines, conduits, farm tiles or other public or privately owned works or property by the Contractor or by those for whom the Contractor is responsible at law, during construction. The Contractor shall attend such meetings with the Contract Administrator and the Utility authorities for each Utility affected by the Contract. The locate boundaries shall include areas required for Owner layout and work activities required by the Owner. The Contractor shall provide to the Owner a copy of the locate paperwork.

GC7.02 Layout

Paragraphs .01, .03 and .07 of Subsection GC7.02 are deleted and replaced with the following:

.01 Prior to commencement of construction, the Contractor shall locate on site those Monuments that delineate the Working Area and may be used to lay out the Work, all as shown on the Contract Drawings. Property Monuments shall be inventoried in the report formatted required by the Owner.

.03 The Contractor shall be responsible for the preservation of all Property Monuments while the Work is in progress, except those Property Monuments that must be removed to facilitate the Work as identified. Monuments removed to facilitate the Work shall be replaced at the Owner's expense, and all others shall be replaced at the Contractor's expense.

.07 The contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out.

Subsection GC7.01.02 paragraph .06 is amended to include the following:

.06 The Contractor shall provide the layout for all contract work unless otherwise noted.

GC7.03 Working Area

Subsection GC7.03 paragraph .01 is amended by inserting the words "waste products and" prior to the word "debris" in the second line.

Subsection GC7.03 is amended buy the addition of the following paragraphs:

.06 The location of all temporary buildings used for construction purposes must be submitted to the Contract Administrator for approval before erection work commences. Temporary buildings must be kept clean and sanitary and must not become a hazard to health or a nuisance to the adjoining properties.



.07 Streets beyond the limits of the Working Area and other construction areas shall be kept clean. Dusty materials shall be transported in covered haulage vehicles. Wet materials shall be transported in suitable watertight haulage vehicles.

.08 The Contractor shall take such steps as may be required to prevent dust nuisance resulting from its operations either within the limits of the Working Area or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a Roadway through the work.

.09 Where the Work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, where dust would affect traffic or wherever dust would be a nuisance to residents in the vicinity of the Working Area.

.10 Permitted dust control measures may include the application of calcium chloride or water. In general, the use of calcium chloride shall be kept to a minimum and is restricted to vehicle rights-of-way; there shall be more frequent applications of water in close proximity to watercourses. The Contract Administrator's acceptance shall be obtained before chemicals for dust control are used.

GC7.12 Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

Subsection GC7.12 is amended by the addition of the following paragraphs:

Paragraph GC 7.12.01 is amended by inserting, following the words "with the requirements of" the words "all Applicable Laws, including, without limitation,".

Paragraph GC 7.12 is amended by the addition of the following paragraphs:

.06 Any Release of a Hazardous Substance under the control of the Contractor, or those for whom the Contractor is responsible at law, and any Release of a Hazardous Substance that is a result of the Contractor's operations, or operations of those from whom the Contractor is responsible at law, shall forthwith be reported to the Contract Administrator.

.07 All Releases of liquid, other than accumulated rainwater from luminaires, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all Releases from Equipment that are a result of the Contractor's operations, or operations of those for whom the Contractor is responsible at law, shall, unless otherwise indicated in the Contract, be assumed to contain Polychlorinated biphenyls or PCBs and shall forthwith be reported to the Contract Administrator. This reporting will not relieve the Contractor of its legal responsibilities under the Contract or under Environmental Laws regarding such Releases.

SECTION GC8 – Measurement and Payment

GC8.02.04.01 Progress Payment

Paragraph GC 8.02.04.01 is amended by the addition of the following paragraphs:

.05 One [1] electronic copy of each progress payment certificate shall be delivered by the Contract Administrator to the Contractor. The Contractor shall present to the Contract Administrator a signed electronic copy of the estimate certified to be correct. Upon receipt of the progress payment certificate



verified as aforesaid and upon its approval by the Contract Administrator, the Owner will process the payment to the Contractor."

.06 Notwithstanding GC 8.02.04.01.04, the Owner may withhold any or all payments to the Contractor or portion thereof in circumstances where the Contractor is considered by the Owner or Contract Administrator to be unreasonably in default of specified times for completion of the Work.

.07 The Contractor shall furnish the Contract Administrator with satisfactory evidence in the form of a WSIB certificate of clearance that the Contractor has made suitable provision for meeting any liability under the WSIA, prior to the release of any monthly progress payment.

.08 The Contractor shall furnish the Contract Administrator with a statutory declaration that all liabilities incurred by the Contractor and its Subcontractors in carrying out the Contract have been discharged and that all liens in respect of the Contract have expired or have been satisfied, discharged or provided for by payment. The statutory declaration shall be provided prior to all monthly progress payments except the first one.

.09 The Contractor shall furnish the Contract Administrator with such additional documents as the Contract Administrator may reasonably require.

GC8.02.04.08 Interest

Subsection 8.02.04.08 is deleted and replaced with the following:

The Owner is not liable to pay interest on any amount which may at any time become payable to the Contractor under this Contract whether or not the payment is in default and whether or not any action or other proceeding has been commenced in respect thereof.

GC8.02.04.09 Interest for Late Payment

Subsection 8.02.04.09 is deleted.

GC8.02.04.10 Interest for Negotiations and Claims

Subsection 8.02.04.10 is deleted.

GC8.02.05.06.02 Stand-by Time

Subsection 8.02.05.06.02 is deleted and replaced with the following:

The Owner is not liable to pay Stand-by Time for any labour or equipment rental under this Contract.

GC8.02.09 Liquidated Damages

Subsection GC8.02.09 is deleted and replaced by the following:

GC8.02.09 Time for Completion and Liquidated Damages

.01 Time



Time shall be strictly of the essence of this Contract.

.02 Progress of the Work and Time for Completion

The Contractor shall complete this Contract in its entirety by the completion dates specified in the Tender Form.

If the time limit specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed therefor.

An Extension of Time may be granted in writing by the Contract Administrator in his or her sole discretion in the event of the Work being delayed beyond the prescribed time for completion. Such extension shall be for such time as the Contract Administrator may prescribe and the Contract Administrator shall fix the terms on which such an extension may be granted. An application for an Extension of Time shall be made in writing by the Contractor to the Owner at least 15 days prior to the date of completion fixed by the Contract. The date of expiry of all Bonds and other Surety furnished to the Owner by the Contractor shall be extended at the expense of the Contractor.

Any Extension of Time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this Contract for completion of the work and whenever in this Contract, power or authority is given to the Owner or the Contract Administrator or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the Work or Contract or any portion thereof, such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the Work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the Work under an Extension of Time granted by the Owner. In the event of the Owner granting an Extension of Time, time shall continue to be deemed strictly of the essence of this Contract.

.03 Liquidated Damages

It is agreed by the Parties to the Contract that in case all the Work for each Phase called for under the Contract is not finished by the completion date specified in the Tender Form or as amended by the Contract Administrator, damage will be sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the Parties therefore agree that the Contractor will pay to the Owner the sum of **\$1,200.00** for Liquidated Damages for each and every calendar day's delay in completing the Work beyond the date of completion prescribed and it is agreed that amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in



addition to and without prejudice to any other remedy, action or other alternatives that may be available to the Owner.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Act of the Owner, the Contract Administrator, or of any Foreign State, Fire, Epidemics, Quarantine Restrictions, Embargoes, or Delays of sub-contractors due to such causes. If the Contractor is delayed by reason of alterations or changes made under Section GC.03.11 of the General Conditions, the time of completion shall be extended as determined by the Contract Administrator at his or her sole discretion.

GC 8.02.10 Maintenance Security Holdback

Subsection GC 8.02.10 is added as follows:

.01 In addition to any other holdback required by Applicable Law or otherwise agreed by the Parties, the Owner will retain, until expiry of the Warranty Period, money in the amount calculated pursuant to paragraphs .02 and .03 hereof which money may be applied by the Owner in whole or in part in order to reimburse the Owner for losses, costs incurred or funds expended by the Owner as a result of default by the Contractor respecting the warranty obligations of the Contractor set out in the Contract ("Maintenance Security Holdback").

.02 The Maintenance Security Holdback shall be first retained by the Owner when the Contract Administrator certifies that Work to the value of 70% of the Contract Price has been performed and shall be calculated and shown as an amount to be retained in the monthly applications for payment by the Contractor in succeeding applications, commencing when the Contractor makes his first application for payment on the basis that Work to the value of 70% of the Contract Price has been performed.

.03 A Maintenance Security Holdback will be calculated in accordance with the following Table:

Contract Value	Amount of Maintenance Security Holdback
Up to \$100,000	5% of Contract value
\$100,000 to \$500,000	4%
\$500,000 to \$1,000,000	3 ½ %
\$1,000,000 to \$2,000,000	3%
\$2,000,000 to \$4,000,000	2 ½ %
\$4,000,000 to \$7,000,000	2%
\$7,000,000 to \$10,000,000	1 ½ %
Greater than \$10,000,000	\$150,000



.04 The Maintenance Security Holdback is in addition to any other rights or remedies of the Owner in respect to the correction of the Contractor's default of the Contractor's warranty obligations.

.05 Some portions of the Work have an extended warranty. A proportionate amount of the Maintenance Security Holdback will be retained until expiry of the extended portions.



10.0 GENERAL REQUIREMENTS

10.1 GENERAL

DESCRIPTION OF WORK

In general, the Work of the Contract includes:

The reconstruction of sanitary sewers, watermains, roadway widening/rehabilitation and select drainage improvements on Third Avenue, in Hornepayne, Ontario.

The description of the Work stated above is not, nor is it intended to be, a complete and all-inclusive "Description of Work".

The Work under this Contract includes the following:

- Removal of Existing Asphalt Pavement;
- Placing of HL4 Asphalt;
- Roadway Excavation;
- Geodetic Ditching;
- Removal of Watermain and Sanitary Sewers throughout;
- Placement of Granular A and B;
- Topsoil and Sod;
- Watermains and Appurtenances;
- Cathodic Protection of Watermains;
- Sanitary Sewers and Appurtenances;

10.2 LIMITS OF CONTRACT

The limits of the Contract, are the limits of the property and/or road allowances in which the work is to be performed or is otherwise shown on the Contract drawings.



10.3 PRECONSTRUCTION MEETING

- (A) Following award of the Contract and the instruction to commence the Work, the Contract Administrator will convene a preconstruction meeting with the Owner's representative, the Consultant and the Contractor at a location of the Owners choosing.
- (B) The meeting agenda will include:
 - 1. the appointment and notification of official representatives of participants in the Work;
 - 2. requirements for temporary facilities, site signs, offices, storage sheds, utilities, hoarding, site access and use;
 - 3. Health and Safety issues;
 - 4. site security;
 - 5. the Work schedule, including the Products delivery schedule;
 - 6. a schedule for submission of shop drawings, samples and similar documents;
 - 7. a schedule for site meetings;
 - 8. a review of administrative procedures, including change notices, change orders, site instructions, record drawings, maintenance manuals, takeover procedures, progress claims;
 - 9. the appointment of inspection and testing agencies or firms; and
 - 10. other items as arise at the meeting.
- (C) The Owner will provide a suitable location for each meeting and the Contract Administrator will organize each meeting and document the responsibilities and necessary activities of the participants during construction as discussed, and prepare and distribute minutes of the meeting to each attendee.

10.4 SITE MEETINGS

- (A) Provide suitable accommodation in which to hold site meetings.
- (B) Site meetings will be held on a regular schedule agreed to at the preconstruction meeting. The Owner, Consultant and Contractor will be in attendance. The purpose of these meetings is to discuss the progress of the Work and related matters including:
 - 1. review and acceptance of previous meeting minutes;
 - 2. field observations and any problems or conflicts;
 - 3. any problem that may impede Work progress and the construction schedule and corrective measures required;
 - 4. revisions to the construction schedule and the Products delivery schedule; and,
 - 5. review of submittal schedules.
 - 6. As part of the regular meetings there shall be discussions regarding any public inquiries or complaints that have been submitted since the last regular meeting

10.5 SITE PROGRESS RECORDS

- (A) Maintain, at the site, a permanent written record of progress of the Work. Make the record available to the Consultant upon request and provide him with a copy if requested. Include in the record each day:
 - 1. the weather conditions with maximum and minimum temperatures;
 - 2. the conditions encountered during excavation;



3. the commencement and the completion dates of the Work of each trade in each area of the Contract;
4. the erection and removal dates of formwork in each area of the Contract;
5. the dates, the quantities, and the particulars of each concrete pour;
6. the dates, the quantities, locations, and particulars of all watermain and sanitary pipe installation.
7. the numbers and classifications of the Contractor's and the Subcontractor's tradesmen working at the site and the numbers and classifications of construction machinery and equipment and the number of hours each is operated;
8. visits to the site by the Owner, the Consultant, the regulatory authorities, the testing companies, the subcontractors and the suppliers.

10.6 WORK ADJACENT TO PUBLIC OR PRIVATE PROPERTY

Obtain written consent from the owner of adjacent property before proceeding with a part of the Work that necessitates entry onto such property for the underpinning of adjacent structures and where overswing of equipment may occur. Such written consent will not limit the Contractor's responsibility for property damage or personal injury.

1.9 TEMPORARY CONSTRUCTION FACILITIES, SERVICE AND CONTROLS

- (A) Provide temporary facilities, services and controls required as construction aids or by regulatory authorities.
- (B) Provide a sturdy, temporary site enclosure around the entire perimeter of the site 1.8 m high. Provide a lockable truck gate. Maintain the fence in good repair.
- (C) No specific staging or storage areas have been identified for use by the Contractor within the project limits. Should such facilities be required, the Contractor shall arrange for a suitable location with the Contact Administrator and approved by the Owner prior to use.

10.7 CONTRACT ADMINISTRATOR'S SITE OFFICE

- (A) Provide in the Contractor's site office, separate, private, temporary office space for use by the Contract Administrator. The space is to include:
 1. a layout table;
 2. conference table and chairs;
 3. three chairs;
 4. a two-drawer, letter-size filing cabinet including lock;
 5. sufficient overhead fluorescent lighting, and one light at layout table;
 6. door and operable windows with screens, overlooking the project;



7. two duplex receptacles;
 8. lock for door and two keys;
 9. automatically maintain temperature between 21 and 25 degrees Celsius;
 10. a private sanitary facility (toilet).
- (B) Install the Contract Administrator's sign(s), supplied by the Contract Administrator, on the site where directed.
- (C) Service, maintain and carry insurance on the site office and contents. Provide evidence of insurance to the Contract Administrator before work commences.
- (D) Provide weekly cleaning service.

10.8 ROADS AND TRAFFIC CONTROL

- (A) When public thoroughfares are to be closed, or traffic restricted, notify the Road Authority, the Fire Department, the Police Department, the Transit Authority and Ambulance Service, giving at least seven days notice of the closing or restriction.
- (B) Close thoroughfares or restrict normal traffic flow only with the consent of the Authorities having jurisdiction, and in accordance with their requirements.
- (C) When arterial streets are scheduled to be closed in either direction for a duration exceeding 7 days, provide detour signage as per OTM Book 7. Submit detour plan to the Contract Administrator for review.

10.9 SANITATION FACILITIES

- (A) Contractor to provide temporary sanitary facilities in accordance with the Occupational Health and Safety Act.

10.10 WATER SUPPLY

- (D) Potable water from designated outlets may be used at no cost. Provide hoses as required. Obtain certification for backflow preventer for each hydrant installation. Obtain training on use of hydrant from the Township. Record volume of water/loads taken on daily basis and report to the Township. Repair any damage caused during use of existing water outlets.

10.11 ELECTRICAL POWER

- (A) Provide temporary electric power for all construction needs. Locate receptacles so power is available to any part of the work within reach of a 30 m extension cord. Provide power at temporary storage sheds and field offices. Provide extension cords as required.



10.12 PROJECT SIGN

- (A) A Project Sign is not required as part of this Contract.

10.13 TESTING AND QUALITY CONTROL

- (A) The Contractor shall be solely responsible for Quality Control Testing as part of this Contract. Should the CA require Quality Assurance testing, this will be completed at the expense of the Township.
- (B) Furnish to the Contract Administrator, when requested and consistent with progress of the Work, test results and mix designs specified in the Contract Documents or required by bylaws, statutes and regulations relating to the Work and the preservation of public health, including the following:
1. inspection and testing performed exclusively for the Contractor's convenience;
 2. testing, adjusting and balancing of conveying systems, mechanical and electrical equipment and systems;
 3. mill tests and certificates of compliance and;
 4. tests for reinforcing steel unidentified by mill test reports.
- (C) Unless otherwise noted, the Contract Administrator will select and the Owner will pay for the services of a testing agency or laboratory for tests that are required but not specified, other than tests required by bylaws, statutes and regulations applicable to the Work.
- (D) Remove and replace Products indicated in inspection and test reports as failing to comply with the Contract Documents.
- (E) Correct improper installation procedures reported in the inspection and test reports.
- (F) Pay the costs for the re-inspection and testing of replaced work.
- (G) It is not the responsibility of the inspection and testing agents to supervise, instruct in current methods, or accept or reject a part of the Work, but only to inspect, test and to report conditions.
- (H) Notify the Contract Administrator and the appropriate inspection and testing agent not less than forty-eight hours prior to the commencement of the part of the Work to be inspected and tested.
- (I) Ensure the presence of the authorized inspection and testing agent at the commencement of the part of the Work specified to be inspected or tested.
- (J) Ensure the inspection and testing reports are issued promptly (normally within forty-eight (48) hours), and that the Contract Administrator is notified forthwith if the report indicates improper conditions or procedures.
- (K) Cooperate with and provide facilities for the inspection and testing agents to perform their duties.
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- (L) Provide proper facilities for the storage of concrete specimens at correct temperature, free from vibration or damage in accordance with the instruction of the inspection and testing agent and the governing standard.
- (M) Submit four copies of each laboratory test report, unless specified otherwise, each copy signed by a responsible officer of the inspection and testing laboratory. Each report is to include:
 - 1. date of issue;
 - 2. contract name and number;
 - 3. name and address of inspection and testing company;
 - 4. name and signature of inspector or tester;
 - 5. date of inspection or test;
 - 6. identification of the Product and Specification section covering inspected or tested Work;
 - 7. location of the inspection or the location from which the tested Product was derived;
 - 8. type of the inspection or test;
 - 9. the remarks and observations on compliance with the Contract Documents.
- (N) Correct defective work within the Contract Time; the performing of such work is not a cause for an extension of the Contract Time.

10.14 INSPECTION AND TESTING FOR SANITARY SEWERS

- (A) All new and replaced Sanitary Sewers, maintenance holes, connections and chambers shall be inspected and tested to ensure integrity of the installed material for water tightness prior to placing into service.
- (B) All inspections and testing shall be performed as outlined in the MECP's Design Criteria for Sanitary Sewers, for Alterations Authorized under an Environmental Compliance Approval, and the Special Provisions of the appropriate tender item(s).
- (C) Inspection and testing plans including; procedure, equipment, schedule, safety requirements, and emergency response plan shall be submitted to the Contract Administrator/Owner at least two (2) weeks prior to the inspection or testing. Plans must be accepted by the Owner prior to proceeding with the inspection or testing.
- (D) The Owner and Contract Administrator shall be notified, and a confirmation of receipt shall be acquired at least five (5) business days prior to inspection or testing.
- (E) All inspection reports and test results shall be provided to the Owner in PDF copies or digital files.
- (F) A single testing plan can be used for similar tests on the same project; however, each test shall be recorded separately.
- (G) Seasonal variation (e.g., spring freshet) on groundwater conditions shall be considered on selecting appropriate testing method.
- (H) In special circumstances, specific inspection and testing requirements may apply, refer to MECP's Watermain Design Criteria for Future Alterations Authorized Under a Drinking Water Works



Permit for additional inspection and testing requirements for Sanitary Sewers and associated Appurtenances when:

- i. Installed within areas the works would pose a Significant Drinking Water Threat; and
- ii. If the required separation distance from watermains and associated Appurtenances cannot be achieved.

10.15 CODES AND STANDARDS

- (A) In the case of a conflict or discrepancy between the Contract Documents and the governing standards, the more stringent requirements apply.
- (B) Unless the edition number and date are specified, the reference to the manufacturers' and published codes, standards, and specifications are to the latest edition published by the issuing authority, current at the date of tender closing.
- (C) Reference standards and specifications are quoted in this Specification to establish minimum standards. Work in quality exceeding these minimum standards conforms to the Contract.
- (D) Where reference is made to a manufacturer's direction, instruction, or specification it is deemed to include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the Products pertinent to their use and their relationship to the Products with which they are incorporated.
- (E) Where reference is made to regulatory authorities, it includes all authorities who have, within their constituted powers, the right to enforce the laws of the Place of Work.

10.16 LABOUR, PRODUCTS, AND WORKMANSHIP

- (A) Products, named in the Specifications or on the Drawings by manufacturer's name and model number, establish the size, quality and performance standards for the Work. In most cases, alternate manufacturers' Products are listed as acceptable for the named manufacturer's Product. Base the Tender Price on the named manufacturers Product or the Product of an alternate manufacturer. If no alternate manufacturers are listed, base the tender price on the named manufacturer's Product.
- (B) The Work has been designed based on the named manufacturer's Product. If the tender price is based on an alternate, acceptable, manufacturer's Product, ensure the alternate, acceptable manufacturer's Product is equivalent in size, quality and performance to the named manufacturer's Product. Include in the tender price for any modifications to the Work necessary to accommodate the alternate, acceptable manufacturer's Product and submit for the Contract Administrator's review a dimensioned layout of the space into which such Product is to be installed.
- (C) Give preference to the hiring of local workers, provided they are available and physically fit and qualified by training and experience to perform the Work. The foregoing does not apply to Superintendent, Timekeeper, Supervisor and construction equipment and machine operators, or



until ten days after the commencement of the Work. Make available at all reasonable times for examination by the Owner, the labour rolls for the determination of the domicile of the workers.

10.17 SUBMITTALS

- (A) Unless otherwise noted, make submittals to the Contract Administrator for review.
- (B) Make submittals with reasonable promptness and in an orderly sequence to avoid any delay in the Work. Failure to submit in ample time is not considered cause for an extension of Contract Time, and no claim for extension by reason of such default will be allowed.
- (C) Do not proceed with Work affected by submittals until review is complete.
- (D) The Contractor's responsibility for errors and omissions, for providing the specified Products and for the construction of the Work in accordance with the Contract Documents is not relieved or diminished in any way by the Contract Administrator's review of submittals.

10.18 SCHEDULES

- (A) Within fourteen (14) days of the written notification of tender acceptance, submit for the Contract Administrator's review, the following schedules:
 - 1. a construction schedule;
 - 2. a submittal schedule for shop drawings and Product data sheets;
 - 3. a submittal schedule for samples;
 - 4. a Product delivery schedule and,
 - 5. a cash flow schedule.
- (B) Prepare each schedule in the form of a horizontal bar chart, with a separate bar for each trade or operation, and a time scale identifying the first work day of each week.
 - iii. the construction time shown on the initial schedule shall not extend beyond the specified Contract completion date. The construction schedule shall include all non-working periods and appropriate allowances for inclement weather.
 - iv. the Contractor shall select the activities so that the work is identifiable and the progress of each activity can be determined. At a minimum, each trade and operation shall be identified on the schedule. The Township reserves the right to limit or increase the number of activities on the diagram.
 - v. Each activity in the initial and updated construction schedules shall include a description of the operation and the number of days allocated or actually used for it. When the duration of an activity is dependent on weather conditions, the number of days allocated shall include an allowance for normal frequency of inclement weather. When the activity has an associated tender item quantity, the approximate quantity shall also be shown.



- vi. The construction schedule shall show the sequence and interdependence of all activities required to complete the work under the Contract. All network connections used to create a logical schedule and the corresponding durations shall be shown. The time scale of the construction schedule may be divided into days or weeks.
- (C) Consult with the Contract Administrator during preparation of the schedules; make any corrections agreed to during the review period, and issue final copies to the Contract Administrator.
- (D) Periodically, update each schedule during the course of construction and issue revised copies.
- (E) If the progress of any part of the construction falls behind schedule, immediately notify the Contract Administrator in writing giving the reason for the delay and the action to be taken to regain the construction schedule to complete the Work at the Contract Time.
- (F) The Contractor shall not be permitted to start work until the Contract Administrator receives a construction schedule, in conformance with the contract.
- (G) If, for any reason, the Contractor cannot produce an acceptable construction schedule within 30 business days of initial submission of the construction schedule, the Contractor shall be in default of the contract.

10.19 SHOP DRAWING AND PRODUCT DATA

- (A) Submit the shop drawings and Product data sheets as specified in sections of the Specification.
- (B) Show on the shop drawings the Products, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for proper performance of the Work. Where Products attach or connect to other Products, indicate that such items have been coordinated, regardless of the Section under which the various products have been specified. Identify by cross reference to design drawings and Specifications.
- (C) Product data sheets are defined as manufacturer's catalogue sheets, brochures, literature, technical data, performance charts and diagrams and similar data used to illustrate quality, characteristics, capacity and performance of the specified, manufactured Products.
- (D) Submit one clear and legible sepia print or AutoCAD disk and one white print of each shop drawing.
- (E) Submit a minimum of six (6) copies of Product data sheets for each item.
- (F) The Contract Administrator will review the shop drawings and Product data sheets and will indicate his review status by stamping shop drawings and product data sheets copies as follows:



1. “Reviewed” or “Reviewed as Noted” – If the Contract Administrator’s review of a shop drawing or Product data sheet is final, the Consultant will stamp the shop drawing or Product data sheet “Reviewed” or “Reviewed as Noted” (appropriately marked) and keep his own required number of copies. The sepia or AutoCAD disk and one white print will be returned to the Contractor.
 2. “Revise and Resubmit” – If the Contract Administrator’s review of a shop drawing or Product data sheet is not final, the Contract Administrator will stamp the shop drawing or Product data sheet “Revise and Resubmit”, mark the submission with his comments, keep one copy for his records, and return the sepia and a marked print to the Contractor. Revise the shop drawing or Product data sheet in accordance with the Contract Administrator’s notations and resubmit.
- (G) The shop drawings and the Product data sheet reviews do not authorize changes in cost or time. Changes involving cost or time are authorized only by a signed change order.
- (H) It is understood that the following is to be read in conjunction with the wording on the Contract Administrator’s shop drawing review stamp applied to each and every data sheet or drawing submitted:

“This review by the Contract Administrator is for the sole purpose of ascertaining general conformance with the Contract design concept. This review does not mean that the Contract Administrator approves the detail design inherent in the shop drawings, responsibility for which remains with the Contractor, and such review does not relieve the Contractor of the responsibility for errors or omissions in the shop drawing or of his responsibility for meeting all requirements of the Contract Documents. Be responsible for confirming and correlating dimensions at the Place of the Work, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for coordination of the work of all subtrades.”

10.20 RESIDENT PROPERTY ACCESS

The contractor is responsible to schedule all construction operations so that prior to the end of the construction day, access to resident driveways is to be reinstated.

10.21 OPEN EXCAVATIONS

The Contractor shall schedule the work so that there will be no open excavations adjacent to the work area overnight except where traffic and pedestrian errant designed to restrain vehicles and pedestrians is located between the public and the open excavation areas.

10.22 DEWATERING

The Contractor shall be prepared to implement appropriate dewatering measures to keep the excavations free of standing water. The Contractor is responsible to determine the means and methods of dewatering necessary to meet the project requirements, applicable regulations, construction methodology, and schedule.



10.23 REFUELING

Carry out all equipment maintenance and refuelling out so as to prevent the entry of petroleum products into the ground or watercourses at all times.

10.24 NOTIFICATION TO RESIDENTS AND PUBLIC CONSULTATION

The Contractor shall supply notice to all residents affected by the following in a timely manner:

- Beginning of construction works (5 business Days)
- Any full road closures (detour) operations that may affect residents (2 business Days)
- Construction activities that may limit access to residential property (1 business Day)
- Water and sanitary service replacements (1 business Day)
- Any temporary potable water system that is required to maintain service to properties (5 business Days)
- Any temporary disruption to access to each residential/commercial property. (1 business Day)

The Contractor's Project Manager and Superintendent shall participate in a public consultation session prior to the commencement of any construction activities. This session will take the form of an open house and shall include, but not be limited to, the following components:

- A presentation outlining the overall construction plans and methodologies
- A detailed construction schedule, including anticipated start and completion dates
- A review of traffic control measures, including detour routes, access impacts, and mitigation strategies for affected residents
- An opportunity for residents to ask questions and provide feedback
- Contact information for key personnel for future inquiries or concerns

10.25 SAMPLES

- (A) Submit, in duplicate unless otherwise noted, samples as specified in the applicable OPS and/or Special Provisions sections. Label samples as to origin and intended use in the Work.
- (B) Deliver samples prepared to the testing company as directed.
- (C) Notify the Contract Administrator in writing, at the time of submission, of any deviations in samples from requirements of the Contract Documents, and state the reason for such deviations.
- (D) Adjustments made on samples by the Contract Administrator are not intended to change the Contract Price. If adjustments affect the value of the Work, state such in writing to the Contract Administrator prior to proceeding with the Work.



- (E) Make changes in samples, which the Contract Administrator may require, consistent with the Contract Documents.
- (F) Where changes or modifications of the Products for which samples are submitted are required, resubmit samples embodying the required changes or modifications.
- (G) Where colour, pattern or texture is a criterion, submit a full range of samples.
- (H) Reviewed samples will become the standard of workmanship and material against which the performed Work will be verified and accepted.

10.26 RECORD DRAWINGS

- (A) Record on the white prints on a daily basis, work constructed differently than shown on the Contract Documents. Record all changes in the Work caused by site conditions, or originated by the Township, the Contract Administrator, the Contractor, or a Subcontractor and by addenda, supplemental drawings, site instructions, supplementary instructions, change orders, correspondence, and directions of regulatory authorities. Accurately record the location of concealed mechanical services and electrical main feeders, junction boxes and pull boxes. Do not conceal critical Work until its location has been recorded. Do not use these drawings for daily working purposes and make the set available for periodic inspection by the Contract Administrator.
- (B) Make records in a neat and legibly printed manner with a non-smudging medium.
- (C) Dimension the installed locations of concealed service lines on the site or within the structure by reference from the centre line of the service to structure column lines or other main finished faces or other structural points easily identified and located in the finished Work.
- (D) Submit record drawings to the Contract Administrator for review.

1.22 EQUIPMENT OPERATING AND MAINTENANCE INSTRUCTION MANUALS

- (A) Not applicable for this Contract.

10.27 MEASUREMENTS FOR PAYMENT

- (A) Notify the Consultant sufficiently in advance of operations to allow required measurements for payment. Unless otherwise specified, measurements will be taken in the horizontal plane.
- (B) In general, payment for quantities shall be as per quantity plan (PQP), unless otherwise indicated. Should there be discrepancy in published quantities, the Contractor shall inform the CA immediately.



10.28 CUTTING AND PATCHING

- (A) Remove and replace defective and non-conforming work.
- (B) Where new work connects with existing work and where existing work is altered, cut, patch and make good to match existing work.
- (C) Do all cutting with power saws or core drilling equipment. Do not use pneumatic or impact tools. Make all cuts with clean, true, smooth edges.
- (D) Do not cut, bore or sleeve any load bearing structure without the written consent of the Contract Administrator, unless specifically detailed on the Drawings. Submit details with each request for consent.
- (E) Prepare the surfaces to receive patching and finishing.
- (F) Refinish the surfaces to match the adjacent finishes. For continuous surfaces refinish to the nearest intersection, and for an assembly, refinish the entire unit.

10.29 HANDLING AND DISPOSAL OF DANGEROUS MATERIALS

The existing Sanitary Sewer records indicate the presence of Asbestos-coated concrete. The removal of this material is to be conducted solely by personnel licensed to do so. Disposal of this material shall be disposed of to a landfill licensed to do so.

The Contractor is to perform all removal work in accordance with Ministry of Labour regulations for Asbestos removal.

1. Perform asbestos removal work in accordance with the Ministry of Labour "REGULATIONS RESPECTING ASBESTOS ON CONSTRUCTION PROJECTS AND IN BUILDING AND REPAIR OPERATIONS".

10.30 WARRANTY INSPECTION

- (A) The Contract Administrator will arrange and conduct with the Township and the Contractor a warranty inspection at the site prior to expiration of the one (1) year warranty period.

10.31 MILESTONE COMPLETION DATES

There are no required milestone completion dates associated with this Contract, aside from Substantial and Final Completion as identified elsewhere in the Contract.

The Contractor may request an Extension of Time to the Completion Date following the provisions of the General Conditions of the Contract GC 3.07: Delay, Changes in Work, Additional Work. Extensions to the Milestone Dates shall be made in advance of the scheduled assessment date.



Failure to meet the Milestone Dates will result in the General Conditions Default provision of the contract enacted.

10.32 Contractor Communication

The successful Contractor must provide Contract Administrator with a valid email account of the Project Manager of the site. It is expected that this email account is checked daily and a reply will be received before the end of the following business day.



11.0 OPERATIONAL CONSTRAINTS

11.1 ACCESS TO THE SITE

The Contractors access to the construction site within the Township shall be via Front street. The Contractor shall refrain from utilizing residential side streets for accessing the site and construction equipment storage. As indicated elsewhere in the tender, no staging or stockpiling locations have been identified within the project limits. Should the Contractor require such facilities, this may be discussed with the CA and presented to the Township for approval. No such approval is guaranteed.

11.2 PROTECTION TO PUBLIC TRAFFIC

Applies to vehicular, pedestrian, bicycle, and other forms of public traffic.

The Contractor shall prepare and submit a detailed, written Traffic Control Plan within 14 days of issuance of the Written Order to Start Work. The Plan shall be prepared in consultation with the Contract Administrator and the Township of Hornepayne and, at a minimum, shall include the following:

- Proposed timing and duration of lane closures;
- Construction staging to minimize disruption to traffic; and,
- Detour routes.

If, in the opinion of the Contract Administrator, the Contractor is not taking all reasonable steps to minimize the disruption of traffic, they shall have the authority to order the Contractor to alter their work procedures and scheduling.

The Contractor shall coordinate all traffic control operations in accordance with the most current version of the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

The Contractor shall, at the Contractor's own expense, remove any equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard. The Contractor shall provide temporary fencing around potential hazardous construction zone(s) as a protective barrier to the general public during the life of the Contract. Fencing shall be set up prior to commencement of any operations and removed upon completion of the operation.

All necessary traffic control devices such as signs, barricades, delineators, lanterns, and flashing lights shall be supplied and erected in accordance with the Ontario Traffic Manual – Temporary Conditions – Book 7. The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control.

Open Excavations

The Contractor shall schedule the work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. If the Contractor is approved for any full roadway closures during the work, traffic shall be reopened to traffic by the end of each working day without exception.



Entrances

The Contractor shall make every effort to minimize the disruption to traffic during the construction of the works including access to the local residences and businesses located within the construction limits. The Contractor must provide and maintain at all times access to the local business including the provision for truck access to any commercial or industrial entrances located within the work.

The Contractor shall provide, in writing, notification of any temporary entrance closures (start and duration) to the Contract Administrator and the property owners(s)/occupants a minimum of 48 hours in advance of closure. If any entrance cannot be fully restored prior to shutting down at the end of the day, access to the adjacent section of roadway shall be made available for temporary parking until the entrance can be fully restored and reopened for use by the owner/occupant.

Construction operations shall be located at sufficient intervals to allow for the smooth flow of traffic. Under no circumstance is the traffic from one operation to be backed up into another operation. A maximum 10-minute delay to queued vehicles is allowed for the entire project length. Operations which result in longer queues must be altered to allow for the passage of vehicles.

The two (2) lanes shall be reinstated to the full width for overnight traffic other than situations covered under the 24-hour flagging operations constraint such that there is no grade separation between the two (2) lanes. Access to sideroads, entrances, and businesses shall be maintained throughout the course of the project.

When public thoroughfares are to be restricted, the Contractor will notify the Contract Administrator, road authority, the fire department, the police department, the ambulance service, giving at least seven days' notice of the restriction.

The Contractor will restrict normal traffic flow only with the consent of the authorities having jurisdiction, and in accordance with their requirements.

Any embankment opened to traffic shall be graded and packed sufficient for vehicular traffic or capped with Granular A at the Contractor's expense.

Pedestrian Traffic and Safety

The Contractor shall be responsible to ensure pedestrian traffic has access through the site at all times in a safe and efficient manner.

The Contractor shall take necessary safety precautions when working in close proximity to pedestrian traffic areas. These shall include use of equipment to delineate work zones.

11.3 SIDEWALK ACCESSIBILITY

- (A) Provide signage and barricades at locations of concrete sidewalk removal (traffic cones not acceptable).
- (B) Signage to advise of sidewalk closure and direct pedestrians to other side.



- (C) Provide temporary asphalt ramps at locations of curb ramps when top lift paving is deferred more than one week after base.

11.4 AS BUILT OF EXISTING UNDERGROUND SERVICES

Due to the absence of existing as built records for Third Avenue, The Contractor is advised that the specific depth and location of the existing Sanitary Sewer, Watermain, and all related services are approximate. The Contractor shall replace such services in the same location as existing in all cases.

All sideroad connections for both watermain and Sanitary Sewer, all sizes and connections have been assumed.

The Contractor shall expose and confirm the size of existing pipe utilities prior to any removals.

11.5 NOTICE OF WORK ON AERIAL UTILITIES

The Contractor is to be advised that Bell Canada and/or Hydro One will be conducting utility pole relocations along the length of Third Avenue. It is the sole responsibility of the Contractor to coordinate construction activities with these companies/corporations and maintain adherence to all Labour laws ie: The Occupational Health and Safety Act during the work.

11.6 ROAD MAINTENANCE, COMPACTION & DUST CONTROL

The Contractor shall be responsible for maintaining all roads within the Contract Limits in a safety and traversable condition from the date his forces commence work until Final Completion is issued by the Contract Administrator. The condition of all roads must meet the Contract Administrator's approval at all times.

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from the operation. The use of calcium for dust suppression shall not be allowed during construction.

The Contractor shall ensure that its dust and mud control procedures are effective, sufficient, in force and to the satisfaction of The Township of Hornepayne and/or the Contract Administrator. As the work progresses, the Contractor shall clean up the streets and again at the completion of the construction works. The Contractor shall be responsible for daily cleaning of all asphalt surfaces which have been muddied or littered with debris, as a result of construction operations and for the duration of the Contract.

The Township of Hornepayne reserves the right, without prior notice to the Contractor, to provide additional dust control measures, or street clean up, or grading, as required, as a result of the construction works, and shall then deduct the cost of such works from the payment due to the Contractor.

11.7 HOURS OF WORK

- (A) All work shall be scheduled and carried out within 7:00am and 7:00pm unless otherwise approved by the Contract Administrator.
- (B) No work on Sundays or Statutory Holidays unless specifically approved by the Contract Administrator.



11.8 PENALTY FOR LATE WORK

On each occasion that is not approved by the Contract Administrator, when the Contractor fails to complete the work by 7:00pm, the Contract Administrator will assess the Contractor an initial penalty of \$500.00.

If work is not finished within 15 minutes of sunset, a further penalty of \$250.00 will be assessed against the Contractor.

After that, a further penalty of \$25.00 per minute will be assessed against the Contractor for the work that is progressing. The Contract Administrator will be the sole judge of the length of time of the work.

11.9 RESTORATION OF WORK SITES

Meet interval milestones on cleanup of work sites as follows:

(A) Sidewalk Projects

- 1) Restore driveway access 72 - 96 hours after pouring of concrete.
- 2) Complete landscaping within three (3) weeks of final concrete pour.

(B) Paving Projects

- 1) Apply top lift paving within three (3) weeks of asphalt milling operations.
- 2) Apply base paving within two (2) weeks of final grading (subject to any curb and gutter work).

(C) Sewer and Water Projects

- 1) Provide suitable backfill and grading to allow property access within one (1) week after pipe installations.
- 2) No more than two (2) successive blocks under construction without curbing or final grading work underway.

(D) Regulatory Signs

- 1) At no point will open streets be left without proper regulatory signs (ie stop signs) in place.

Failure to meet interim cleanup schedules will result in the Township stopping the workflow to other sites/blocks or otherwise calling a default on the work progress.

New construction streets shall not be commenced until final grading/base paving work is underway on existing locations.



12.0 CONTRACT SPECIAL PROVISIONS

12.1 EXCAVATION – GENERAL

During excavation work the Contractor shall exercise due care to not undermine existing pavement, sidewalks, and adjacent structures or damage utilities or services. Further, the Contractor shall consult the CA prior to disrupting or removing any trees, shrubs, gardens, planters or structures located adjacent to residential properties along Third Avenue.

12.2 DEWATERING EXCAVATIONS AND PROTECTION DURING TRENCHING OPERATIONS

Dewatering activities shall be in accordance with the requirements of OPSS 517. Dewatering of the site to temporary water management areas may be required to ensure suitable (dry) conditions.

It is the responsibility of the Contractor to adhere to the OH&S Regulations with respect to trenching. Based on the approximate depths of the existing watermain and sanitary sewer main, it is assumed that the Contractor shall require a trench box(es) to complete the work. Such methods shall be utilized at the Contractors discretion and with no additional cost to the Township.

12.3 PROPERTY BARS, LAYOUT AND MONUMENTS

There are existing legal survey property bars located throughout the work area. Should the Contractor encounter any such bars, these are to be left alone. In the event a legal property bar is removed or disturbed, it shall be replaced at the cost of the Contractor.

The Contractor shall be solely responsible for all layout and grade work required for the proper execution of the project. This includes, but is not limited to, establishing and maintaining all reference points, benchmarks, lines, and levels necessary for the construction. The Contractor shall verify all existing control points before commencing work and immediately notify the Owner or Engineer of any discrepancies. Any errors in layout or grade, and any necessary corrections, shall be the sole responsibility of the Contractor, and any associated costs shall be borne by the Contractor without additional compensation.

12.4 UTILITIES

The Contractor shall be solely responsible for any damages resulting from their operations to underground or overhead utilities. The Contractor is responsible for determining the respective owners of any utilities present within the work area and arranging the required utility locates.

The Contractor shall work around all poles, guy wires, and gas lines and shall exercise necessary care and precaution to safeguard these poles and lines from damage during grading and excavation operations. Earth excavation by mechanical or manual methods may be required around existing utilities. The Contractor shall utilize appropriately sized equipment to complete grading work while maintaining the minimum operating distances from overhead utilities as identified in the *Occupational Health and Safety Act* regulation for construction projects and all other applicable guidelines and regulations. All costs for the required excavation and approvals shall be made solely by the Contractor.



The Contractor shall be responsible for any damages resulting from his operations and is responsible for determining the respective owner's of any utilities present within the work areas and arranging the required utility locates.

The Contractor shall work around all poles, guy wires, and gas lines and care and precautions to safeguard these poles and gas lines from damages during grading operations. Earth excavation by mechanical or manual methods may be required around existing utilities. The Contractor shall utilize appropriately sized equipment to complete grading work while maintaining the minimum operating distances from overhead utilities as identified in the Occupational Health and Safety Act Regulations for Construction Projects and all other applicable guidelines and regulations. All costs for the required excavation and approvals shall be borne by the Contractor.

Contractors must hand dig within one meter from either side of the outside edge of underground facility service. Hydro-excavation may be permitted by some utilities in place of hand digging. The Contractor is required to confirm with the respective utility for any requirements or conditions they may have before hydro excavating.

The Contractor shall have a dedicated signaler directing the machine operator when work is carried out adjacent to existing utilities, sewers, water mains, gas mains, pavement, sidewalks, structures, etc., to ensure that these items are not damaged.

No additional payment over and above the unit price for the relevant tender items shall be made for the above work

12.5 EROSION AND SEDIMENT CONTROL PLANS

Scope

The Contractor is responsible to develop, implement and maintain an erosion and sediment control plan for each of the three project sites. This special provision covers all work for erosion and sediment control for operations other than the item specific erosion and sediment control measures of the Contract, including the winter shut-down period.

Erosion and Sedimentation Control

A plan shall be prepared for the control of erosion and sediment. The plan shall address all erosion and sediment control measures that may be specified elsewhere in the Contract and shall be comprehensive and shall provide descriptions and schedules, as well as referencing plans and/or drawings and shall include all required materials. The plan shall control erosion and sediment for a 5 year Design Storm Event.

Any work to correct ineffective erosion and sediment control measures, regardless of storm event, not exceeding that specified in this special provision, shall be at the Contractor's expense. Maintenance and periodic sediment removal is the responsibility of the Contractor.

If requested, the Contractor will provide the Contract Administrator with a copy of the plan for any area of work covered by the plan.

Implementation, inspection, maintenance and removal of erosion and sediment control measures, identified in the plan, shall be in accordance with OPSS 805.

The following work shall be included in the Erosion and Sediment Control Plan:



Hand Seeding

Where removal of existing vegetation is required within 30 linear metres of the watercourses with timing constraints noted elsewhere in the Contract, the Contractor shall hand seed immediately after construction, with the designated seed mixture, to the area of disturbed soil.

Retention of Existing Vegetated Buffers

The Contractor shall sufficiently control the construction operations to minimize removal of existing vegetation at the watercourses noted elsewhere in the Contract with timing constraints.

Materials

Materials may include, but are not limited to, those specified in OPSS 805, Construction Specification for Temporary Erosion and Sediment Control Measures. Alternative methods are acceptable provided they meet industry standards and protect the environment from the impacts of erosion sedimentation.

Payment

Erosion and Sediment Control Plan and work necessary to control erosion and sedimentation per provision of the plan shall be included in the bid price for the Contract.

12.6 ENVIRONMENTAL PROTECTION MEASURES

Intent

The Section covers the work for environmental protection during construction.

The provisions of this section are in addition to the provisions of other sections of this Contract.

Execution

1.1 MANAGEMENT AND DISPOSAL OF EXCESS MATERIALS

OPSS 180

Adhere to Ontario Regulation 406-19 on Excess Soils

1.2 SITE WORKING AREAS

Confine operations to limits of the site working area shown on Drawings.

Provide access roads to the site working area and on the site in locations shown or otherwise acceptable to the Contract Administrator.

Install fencing, suitable to the Engineer, to clearly define the working limits to the site working area, haul routes, parking areas, access routes and maintenance areas to ensure all activity is confined to these areas.



Provide interim site drainage for street under construction. Take responsibility for erosion that occurs during construction operations.

1.3 REFUELING

Carry out all equipment maintenance and refuelling out so as to prevent the entry of petroleum products into the ground or watercourses at all times.

1.4 NOISE EMISSIONS

Control noise emission from equipment and plant to local authorities' noise emission requirements.

1.5 ARCHAEOLOGY

During the performance of the work, have regard to the requirements of the Ontario Heritage Act, RSO 1980, Chapter 59, and the Cemeteries Act; RSO 1980, Chapter 337.

If any archaeological and historical resources are discovered during the performance of the work, the performance of the work in the area of the discovery is to halt. Notify the Ministry of Citizenship, Culture and Recreation, Archaeology & Heritage Planning Branch, for an assessment of the discovery. Do not resume work in the area of the discovery until cleared to do so by the Ministry.

1.6 SITE RESTORATION

In general, restore the site to conditions equal to or, if specified elsewhere, to a condition better than existing conditions.

Restore lands outside of the limits of the Work, which are disturbed by the Work to their original condition.

1.7 SPILLS REPORTING

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission of who causes or permits it must forthwith notify:

- a) the Ministry of Environment (Tel. 1-800-268-6060);
- b) the municipality or the regional municipality within the boundaries of which the spill occurred;
- c) the owner of the pollutant, if known;
- d) the person having control of the pollutant, if known; and
- e) the Contract Administrator of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.



1.8 CONTINGENCY PLAN

Prior to commencing construction, prepare a contingency plan for the control and clean up of a spill. Submit for the Contract Administrator's review and the review of other responsible Parties a copy of the Contingency Plan and make appropriate changes to it based on review comments received. The plans shall be reviewed at the pre-construction meeting. The contingency plan shall include:

- a) the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- b) the names and the telephone numbers of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to emergency situations;
- c) the names and the telephone numbers of the companies experienced in the control and cleanup of hazardous materials that would be called upon in an emergency involving a spill;
- d) the Contractor's proposal for the immediate containment and control of the spill, the cleanup procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and
- e) the name and the office and home telephone number of the Contractor's representative responsible for preparing, implementing, directing, and supervising the contingency plan.

1.9 Disposal of Wastes

- a) Fires and burning of rubbish on site are not permitted.
- b) Do not bury rubbish and waste materials on site unless approved by the Contract Administrator
- c) Do not dispose of waste or volatile materials, such as spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.10 PROTECTION OF TREES

1.10.1 Definitions

Tree Protection Zone

The Tree Protection Zone shall be the area within the drip zone of any trees within or adjacent to the limits of the Contract, not designated for removal under the Contract.

The minimum Tree Protection Zone will be the area within a 3.0 m radius of the centre of a tree.

1.10.2 Protection Required with Tree Protection Zones

- (i) Protect tree zone with snow fence or approved equal as per City of Thunder Bay Standard M-104-4.
- (ii) In designated areas, install snow fence along the limits of the Protection Area.
- (iii) Operate equipment to prevent damage to trees; do not permit heavy equipment to travel over Protection Areas.



- (iv) Do not locate stockpiles, surplus excavated material, or construction materials within Protection Areas.
- (v) Where construction operations must impact Protection Areas, prune the trees in advance. Cut roots with clean severances.
- (vi) Excavations within Protection Areas shall be carried out using low impact methods such as vacuum excavation or directional drilling, unless otherwise specifically authorized by the Contract Administrator.

1.10.3 Damaged Trees

Notify the Contract Administrator of any damage to trees.

Provide remedial action to damaged trees using a qualified tree service

Submit the remedial program recommended by the tree service to the Contract Administrator, for approval, before carrying out the work.

If a tree is damaged beyond repair, replace the tree with two trees. The Contract Administrator will determine the species of the replacement trees.

Deciduous trees shall have a minimum diameter of 40 mm measured at a point 30 cm above the root ball or finished grade and be a minimum of 2 m in height. Coniferous trees shall be balled or wrapped in burlap and be a minimum of 1.8 m in height measured from the top of the root ball.



13.0 ITEM SPECIFICATIONS AND SPECIAL PROVISIONS

13.1 MOBILIZATION/DEMobilIZATION – ITEM 001

Scope of Work

The work specified in this section comprises the provision of all labour, equipment and material, and the performance of all work necessary for mobilization and demobilization from the site, insurance and bonding requirements.

Mobilization shall include transportation to the site of the contractor's labour, facilities, equipment, and materials in readiness to start the work.

Demobilization shall include the dismantling and removal from site of all of the contractor's equipment and materials and cleanup of the site.

Measurement for Payment

Mobilization will be measured for payment on a lump sum basis, which includes but is not limited to the following:

- Supervision, overhead and profit associated with the mobilization operation
- Preparation and submission of shop drawings (if applicable), product data, samples and mockups as described in this Contracts General Requirements Section
- Preparing and conducting Health and safety as per the Ontario Health and Safety Act
- Arranging and obtaining work permits as required
- Contractor's responsibilities associated with testing of materials as described in this Contract
- Temporary facilities supply, installation and maintenance

Demobilization will be measured for payment on a lump sum basis, which includes but is not limited to the following:

- Repair to damaged areas caused by the contractors equipment or personnel by means of hand seeding or other means necessary to the satisfaction of the Owner.
- Site Cleaning (Road sweeping, garbage removal, etc)
- Removal of temporary facilities

Mobilization/Demobilization will be measured for payment on a lump sum basis and will be paid in two (2) installments, **60%** for satisfactory setting up all necessary equipment to complete the work and **40%** upon satisfactory cleanup of the site and removal of all equipment and materials.

Basis for Payment

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment and material required to perform the work

The Contract Price for this tender item shall be consistent with the costs involved and shall not, in any event, exceed 5% of the Total Tender Price.



13.2 TRAFFIC CONTROL/ PEDESTRIAN PROTECTION – ITEM 002

Scope of Work

Traffic control signage shall be in accordance with OPSS.MUNI.706 and the following special provisions.

Construction

A site traffic control plan shall be submitted and approved by the Contract Administrator prior to the erection of any site traffic control.

It is understood that multiple traffic control scenarios may be required during the work, to account for single-lane closures, full roadway closures, temporary detours, etc. The Contractor shall include all costs as part of the tender item. No additional costs shall be incurred to the Owner, for alterations to the traffic control plan(s) for the duration of the work.

Measurement for Payment

Traffic Control Signage shall be paid on a lump sum basis

Basis of Payment

Payment at the Contract price for the above item shall be full compensation for all labour, equipment and material required to perform the work.

13.3 REMOVAL OF ASPHALT PAVEMENT— ITEM 003

Scope of Work

The Removal of Asphalt Pavement shall be completed in accordance with the requirements of OPSS.MUNI.510 as detailed in the Contract and include both Full Depth Asphalt Removal and Partial Depth Asphalt Removal

Subsection 510.09.01.16 Cutting Existing Pavement of Section 510.09 MEASUREMENT FOR PAYMENT is deleted in its entirety and replaced with the following:

Measurement for payment for cutting existing pavement shall be included in the items directly associated with the saw cutting

Subsection 510.10.01 Cutting Existing Pavement of Section 510.10 BASIS FOR PAYMENT is modified with the addition of the following:

When the Contract does not contain a separate item for saw cutting existing pavement, the contract price for items directly associated with the saw cutting shall include full compensation for all labour, Equipment and Material to do the work described in this specification.



Partial depth asphalt removal shall be completed in accordance with OPSS.MUNI.510 and the contract documents to provide step joints for asphalt paving operations

Measurement for Payment

Measurement for Payment for the above tender item shall be by the square metre

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.4 EARTH EXCAVATION FOR ROADWAY – ITEM 004

Scope of Work

Earth Excavation for Roadway shall be in accordance with OPSS.MUNI.206 and the following special provisions

Construction

The above Excavation Item is to include the excavation for the Roadway Base and Subbase material only, all other excavation works required within the project shall be incorporated within the associated tender item.

Subsection 206.01 Scope is amended by the addition of the following:

Earth Excavation shall be to the widths and depths specified in the contract drawings and to the satisfaction of the CA.

Earth Excavation shall include, topsoil, organic silt, peat, muskeg, clay, shale, sod/organic root mat, general debris material, and roadway base and subbase material encountered within the excavation limits. Not including organic or deleterious materials, earth materials shall be stockpiled for future use on this contract as requested by the CA.

Management of Materials

All excess soil requirements as per O.Reg 406/19 is solely the responsibility of the Contractor. No additional payment shall be made to the Contractor for testing of, stockpiling, or any other specific requirements associated with excess soil requirements.

All costs associated with the management of materials are deemed to be included in the Contract unit prices.

All materials deemed acceptable for reuse by means of testing with accordance with OPSS.MUNI.180 shall be delivered to the Township of Hornepayne Public Works Yard located at 18 Becker Road.

All excess materials not suitable for use other than referred to elsewhere in the Contract Documents, shall become the property and responsibility of the contractor and shall be managed and disposed of in accordance with OPSS.MUNI.180



Measurement for Payment

Subsection 206.09.01.01 is deleted and replaced by the following:

Measurement for payment shall be by the cubic meter computed by:

The volume shall be measure from original position by the Average End Areas (Cross Section) method.

Quantities indicated in the Contract Documents and Tender Form are calculated neat, in-situ quantities.

Basis for Payment

All costs associated with stockpiling, placing, hauling and shaping of earth materials shall be included in the unit price

Payment at the Contract price for the above item shall be for full compensation for all labour, equipment, and materials to complete the work.

13.5 GEODETIC DITCHING – ITEM 005

Scope of Work

This specification covers the requirements for geodetic ditching shall conform to OPSS.MUNI.206 and the following special provisions

Construction

The work for the above tender item shall include stripping, excavation, grading, and disposal of excavated materials in accordance with the lines, grades, and cross-sections shown on the contract drawings or as directed by the Contract Administrator.

The work shall include removal and management of all vegetation, earth, winter sand, rip rap, and other debris for ditch alignment and works.

The Contractor shall perform geodetic ditching to achieve proper drainage, slope stability, and alignment as specified in the contract drawings.

The work shall include the removal and salvage of wood retaining walls at locations specified on the Contract Drawings. The wood retaining wall shall become the property of the of associated property owner. Should the property owner not wish to retain ownership, the material shall become the property of the Contractor.

The Contractor shall supply, and place Rip Rap in areas indicated on the Contract Drawings as part of the above tender item

Ditch surfaces shall be left in as smooth condition as is practicable, Grooves left in ditch surfaces such as those that may result from the use of a toothed excavator bucket shall not be accepted.

Templates for Geodetic Ditching will by supplied by the Contract Administrator upon Contract Award.



Management of Materials

All excess soil requirements as per O.Reg 406/19 is solely the responsibility of the Contractor. No additional payment shall be made to the Contractor for testing of, stockpiling, or any other specific requirements associated with excess soil requirements.

Measurement for Payment

Payment at the Contract Price for this tender item shall be paid by the Cubic Meter as measured by Average End Areas (Cross Section) method.

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.6 REMOVAL OF ROCK – ITEM 006

Scope of Work

The removal of shall be completed in accordance with the requirements of OPSS.MUNI.403 and as detailed in the Contract Documents

Construction

Rock removal shall be completed by the use of Hydraulic Hammer exclusively.

The use of explosives for this project will not be permitted.

Measurement for Payment

Removal of Rock for the above tender item shall be by the cubic meter of Rock removed and disposed of.

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.7 SANITARY SEWER REMOVAL- ITEM 007

Scope of Work

Sanitary Sewer removal shall be in accordance with OPSS.MUNI.510 and the following special provisions

Construction



The Contractor shall complete the following as part of the above tender item:

- The Contractor shall remove of existing Sanitary Sewer pipes as identified in the contract drawings or directed on site
- The contractor shall dispose of existing Sanitary sewer off site to an approved disposal location.

All pipe material not specifically designated for removal in the contract drawings but encountered during excavation or underground service installations shall be removed at no additional expense to the Owner.

Excavated material that contains pipe material shall not be re-incorporated into the work except at the discretion of the Contract Administrator. All materials rejected as unsuitable by the Contract Administrator shall be disposed of by the Contractor at their own expense in accordance with OPSS.MUNI.180 and O.Reg 406/19

Contractor to note that the Existing Sanitary Sewer is Asbestos clay pipe. Please refer to Section 10.29 of the tender package – Handling and Disposal of Dangerous Materials

Measurement for Payment

Measurement for payment for the above tender item shall be based on the field measured length of Sanitary Sewer pipe removed in metres.

Basis of payment

Payment at the Contract price for the above item shall be for full compensation for all labour, equipment, and materials to complete the work.

13.8 SANITARY MAINTENANCE HOLE REMOVAL- ITEM 008

Scope of Work

The removal of all sanitary sewer maintenance holes shall be in accordance with OPSS.MUNI.510 and the following special provisions

Any materials deemed salvageable by the Contract Administrator (ie: Maintenance Hole Frame and Covers) shall remain the property of the owner and to be delivered to the Townships public works yard at no extra cost to the Owner.

Measurement for Payment

Measurement for the removal of Sanitary Maintenance Holes shall be in accordance section 510.09.01.03 of OPSS.MUNI.510

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.



13.9 SANITARY SERVICE REPLACEMENT – ITEM 009

Scope of Work

All sanitary service replacements shall be constructed as per OPSS.MUNI.410 and OPSD 1006.010. Materials shall be PVC SDR 28 pipe. All residential sanitary Connections shall be 135mm diameter, all non-residential sanitary connections shall be 150mm diameter. It is assumed that there are two (2) non- residential services. Service pipes shall be constructed with a grade of 2% when possible with a minimum grade of 1%. Connect to new sanitary sewer using approved couplings.

All service lines shall be replaced to the property line

Measurement for Payment

Subsection 410.09.01.02 of OPSS.MUNI.410 is deleted in its entirety and replaced with the following:

Measurement of the service connections shall be by each service connection replaced and reinstalled, including all excavation, connections, bedding and cover material, and backfilling to top of Granular 'B'

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.10 SANITARY MAINTENANCE HOLE – ITEM 010

Scope of work

Sanitary Maintenance Holes shall be in accordance with OPSS.MUNI.407 and OPSS.MUNI.402 and the following special provisions

Materials

Reinforce precast concrete maintenance holes shall be in accordance with OPSS.MUNI.1351 and OPSD 701.010

All Frames and covers shall be in accordance with OPSS.MUNI.1850 and OPSD 401.010 (Type A)

Construction

Installation of new maintenance holes shall be in accordance with OPSS.MUNI.407 and OPSS.MUNI.402

External frost straps shall be installed on maintenance holes as per OPSD 701.100

Contractor is advised that some of the Sanitary Maintenance Holes may be installed in a rock trench.

Inspection



All new sanitary maintenance holes/ access structures shall be inspected for any defects, leaks, debris, and to ensure proper benching.

All new maintenance holes shall be video inspected to evaluate the physical condition and to identify any obstructions or defects. Any issues identified in the inspections shall be corrected and the respective maintenance holes shall be re- inspected.

Maintenance holes can be inspected through Closed – Circuit Television (CCTV) Inspection as per OPSS.MUNI.409 or through visual observation. Visual observation inspections shall be completed using digital cameras and recorders and cover both surface and internal inspections. The procedure shall comply with all health and safety requirements, including, but not limited to Occupation Health and Safety Act, R.S.O. 1990, c.O.1.

Leakage testing

Leakage testing shall be completed as per OPSS.MUNI.407

Measurement for Payment

Measurement for the installation of Sanitary Maintenance Holes shall be by each maintenance hole supplied, delivered and installed to the elevations and dimensions outlined in the contract documents.

The unit price shall include the supply and installation of new maintenance hole frame and covers to the elevations specified in the Contract drawings

The unit price shall include all bedding and backfill material complete to the bottom of Granular 'B' subbase

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.11 TEMPORARY SANITARY SEWER SERVICE- ITEM 011

The Contractor is responsible for temporary bypass pumping and re-direction of sewage flows as required during sanitary sewer replacement activities to avoid interruption to sewer services to the residents and existing upstream drainage infrastructure. Cost for temporary sewer services for the sanitary sewer replacement shall be included in the above tender item. Cost for any required temporary manholes associated with the bypass pumping shall be included in the above tender item. The Temporary Sanitary Services shall be constructed as per OPSS 410

Payment for the Temporary Sanitary Sewer Service shall be by the Lump Sum and include all labour, equipment and materials to complete and maintain throughout the course of the entire project.



13.12 SANITARY SEWER INSTALLATION— 200MM- ITEM 012

13.13 SANITARY SEWER INSTALLATION— 250MM- ITEM 013

13.14 SANITARY SEWER INSTALLATION— 300MM- ITEM 014

Scope of Work

The construction of the Sanitary Sewer shall be in accordance with OPSS.MUNI.410 and the following special provisions.

Materials

PVC sewer piping shall be in accordance with OPSS.MUNI.1841. All Sanitary sewer pipes shall be PVC SDR-35 interior smooth wall pipe.

Line and Grade

The contractor shall be responsible for establishing the survey line and grade for this Contract. Grade of the pipe shall be set by laser method.

Bedding and Cover

The method of bedding for all pipes shall be Class 'B' as detailed in the Contract Drawings. Granular Bedding Material shall be compacted granular material free of stones larger than 26.5 mm. The supply, placement, and compaction of bedding and cover material shall be included in the price per linear meter of applicable Sanitary Sewer Item.

All bedding and cover material shall be compacted to 98% Standard Proctor Maximum Dry Density

Backfilling Materials

All materials to be used for backfilling the sewer trench are to be approved by the Contract Administrator prior to commencement of backfilling operations.

Trench backfilling and compaction works is to be included in the unit price of the applicable Sanitary Sewer item

All Backfill material shall be compacted to 98% Standard Proctor Maximum Dry Density

Gravel Fill

Where the excavated material is in Contract Administrator's opinion unsuitable for backfilling, gravel fill shall be used. This material shall conform to OPSS.MUNI.1010 for Granular 'B' Type I unless otherwise specified.

De-Watering

De-watering shall conform to OPSS.MUNI.517.

The Contractor shall at all times have sufficient pumping equipment ready for immediate use. The drainage trench shall be so affected as not to allow water to run through the newly laid pipe.



The Contractor shall not hold the Owner liable for leakage from existing services or services under construction.

Maintaining Flow in Drains

The Contractor shall, at his own cost and expense, provide for and maintain the flow, where required, of all sewers, drains, ditches and gutters, house or inlet connections, and all watercourses which may be met with during the progress of the work. The Contractor shall not allow the contents of any sewer, drain, house or inlet connection or watercourse to flow into the trench or the sewers to be constructed under this Contract, except where permission is given by the Contract Administrator, and shall at his own expense immediately remove all offensive matter from the proximity of the work, using such precautions in so doing as may be directed by the Contract Administrator.

Inspection

All new sanitary sewers and associated Appurtenances shall be inspected by the Contractor to confirm alignment and to ensure that the Sewer pipe is free of obstruction, debris, and defects.

All new sanitary Sewers shall be video inspected to evaluate physical condition and to identify any obstructions or defects. Any issues identified in the inspections shall be corrected and respective maintenance holes shall be inspected. Video inspections shall be completed in accordance with OPSS.MUNI.409

Deflection Testing

A deflection test shall be completed for all new flexible sanitary sewers at least 30 calendar days after backfilling but prior to paving.

Pipe segments failing the deflection test shall be removed and replaced.

Mandrel testing and laser profiling are acceptable tests for pipe deflections testing

- a) Mandrel test shall be performed in accordance with OPSS.MUNI.438
- b) Laser profiling shall conform to OPSS.MUNI.434

Measurement for Payment

Sanitary Sewer Pipe shall be paid by the linear meter of new sanitary sewer pipe installed.

All pipe bedding and cover material, compaction, testing, and backfilling activities complete to the bottom of Granular 'B' road subbase shall be included in the unit price for New sanitary Sewer installation

Basis of Payment

Payment at the Contract price for the above item shall be for full compensation for all labour, equipment, and materials to complete the work.



13.15 WATERMAIN REMOVAL – ITEM 015

Scope of Work

Watermain removal shall be in accordance with OPSS.MUNI.510 and the following special provisions

Construction

The Contractor shall complete the following as part of the above tender item:

- The Contractor shall remove of existing watermain pipes as identified in the contract drawings or directed on site
- The contractor shall remove all existing elbows, bends, tees, gate valves, and valve boxes as part of this item as identified on the Contract Drawings.

All pipe material not specifically designated for removal in the contract drawings but encountered during excavation or underground service installations shall be removed at no additional expense to the Owner.

Excavated material that contains pipe material shall not be re-incorporated into the work except at the discretion of the Contract Administrator. All materials rejected as unsuitable by the Contract Administrator shall be disposed of by the Contractor at their own expense in accordance with OPSS.MUNI.180 and O.Reg 406/19

The Contractor shall be responsible for all work related to cutting and temporary capping of the existing watermains including supply of fittings and materials, pipework, excavation, bedding, backfill, etc. along with engineered thrust blocks as specified.

Measurement for Payment

Measurement for payment for the above tender item shall be based on the field measured length of watermain pipe removed in metres.

Basis of payment

Payment at the Contract price for the above item shall be for full compensation for all labour, equipment, and materials to complete the work.

13.16 HYDRANT SET REMOVAL – ITEM 016

Scope of Work

Hydrant Set removal shall be in accordance with OPSS.MUNI.510 and the following special provisions

Construction

The Contractor shall complete the following as part of the above tender item:

- The Contractor shall excavate, remove, and dispose of existing fire hydrants
-



- The Contractor shall remove existing hydrant lead and isolation valve

All works shall be completed as shown on the Contract drawings.

Measurement for Payment

Measurement for payment for the above tender item shall be based on each hydrant removed.

Basis of Payment

Payment at the Contract price for the above item shall be for full compensation for all labour, equipment, and materials to complete the work.

13.17 WATERMAIN INSTALLATION – 200MM – ITEM 017

13.18 WATERMAIN INSTALLATION – 300MM – ITEM 018

Scope of Work

Watermain installation shall be in accordance with OPSS.MUNI.441 and OPSS.MUNI.442 and the following special provisions

Materials

Pipe

PVC pipe – AWWA C-900 DR 18

Joints

PVC – push on joint

Thaw/ Tracer Wire

As per OPSS.MUNI.442

Couplings

For 100 mm to 300 mm watermains, couplings shall be epoxy coated Smith-Blair 441 or Robar Type 1506 complete with 316 stainless steel or core blue nuts and bolts. Use galling compound on threads.

Alternate – Romac Alpha restrained joint coupling.

Construction

The Contractor shall complete the following as part of the above tender item:



- Supply, Place and install New watermain pipe to grades to match existing, or as outlined on the contract drawings
- Supply, and install all joints (elbows, tees, reducers, etc.) as outlined in the contract drawings and as directed by the Contract Administrator.
- Supply and install all couplings required as part of the work to reconnect new watermain to existing watermain
- Supply and install all thrust blocks as per OPSD 1103.010 and mechanical restraints as required
- Supply, place and compact all bedding, cover, and backfill material complete to the bottom of Granular 'B' Subbase
- Install continuous Thaw/Tracer wire on all new watermain installed
- Perform disinfection, flushing, chlorination, pressure testing, and bacteriological testing in accordance with AWWA C651 and OPSS.MUNI.441
- Provide cathodic protection of watermains as per OPSS.MUNI.442 and OPSD 1109.011

All work to be completed in accordance with OPSS.MUNI.441 and OPSS.MUNI.442

De-Watering

De-watering shall conform to OPSS.MUNI.517.

The Contractor shall at all times have sufficient pumping equipment ready for immediate use. The drainage trench shall be so affected as not to allow water to run through the newly laid pipe.

Bedding and Backfill

The method of bedding for all pipes shall be Class 'B' as detailed in the Contract Drawings. Granular Bedding Material shall be compacted granular material free of stones larger than 26.5 mm. The supply, placement, and compaction of bedding and cover material shall be included in the price per linear meter of applicable Watermain Item.

Bedding and Cover Material – Granular 'B' Type I

All bedding, cover, and backfill shall be Type B and compacted to 98% Standard Proctor Maximum Dry Density.

Measurement for Payment

Subsection 441.09.01.01 of OPSS.MUNI.441 is amended with the addition of the following:

All Connections to existing watermains, joints, fittings, and couplings, thrust restraints, tracer wire, Hydrostatic pressure testing, chlorination, and bacteriological testing, cathodic protection, bedding, cover and backfill compacted to the bottom of Granular 'B' subbase shall be included in the unit price for this item

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.



13.19 VALVE BOX INSTALLATION – ITEM 019

Scope of Work

Valve Box shall be in accordance with OPSS.MUNI.441 and the following special provisions

Materials

Gate Valves

Gate valves shall be as described in OPSS.MUNI.441

Valve Boxes

Screw type valve box with No. 6 base as manufactured by Bibby Foundry Limited, Star, WD valve or equal, Cambridge, Ontario (or equal), and described as follows (COTB standard drawing W-103)

Cover – 5-C-S; Upper – 5SC-U; Extension – 5SC-24E (600 mm); Lower – 5SC-L30 (750 mm); 5SC-L40 (1016 mm); Base – 5-6B; Complete Box – 5SC-30 (750 mm); 5SC-40 (1016 mm).

Construction

Gate valves and valve boxes under these items shall be installed in accordance with OPSS.MUNI441 and COTB drawing W-103

All bedding, cover, and backfill material shall be included in the unit price for this item complete to the underside of Granular 'B' subbase

Cathodic protection for all new Valve Box's shall be included in the above tender item as per OPSS.MUNI.442 and OPSS 1109.011

Measurement for Payment

Subsection 441.09.01.02 of OPSS.MUNI.441 is emended with the addition of the following:

Measurement under the unit price for this item shall include all bedding, cover, and backfill material compacted complete to the underside of Granular 'B' Subbase

Basis for Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.

13.20 WATER SERVICE REPLACEMENT – ITEM 020

Scope of Work



Watermain Service Replacement shall be in accordance with OPSS.MUNI.441 and OPSS.MUNI.510 and the following special provisions

Materials

Corporation Stops: Mueller No. B-25000, H-15008 (20 mm and 25 mm); B-25008 (40 mm and 50 mm) or Cambridge Series 301n1; or Ford FB600; FB1000

Cambridge Series 202n1

Curb Stops: Mueller Mark II Oriseal No. H15204, H15209 or B25204 npb, B25209 npb, Cambridge Series 202 nl or Ford B22-xxx-nl flare, B44-xxx-q-nl comp

Couplings: New Service - Mueller No. A319; H15403 or Cambridge Series 118 cjxcj-nl or Ford C22, C44.
Reconnections – Flared couplings or compression with jumper

Brass – All brass fittings shall be no lead type. NSF approved

Copper Pipe: Type K

Polyethylene Pipe: Series 160 or 200 Type K copper sizes

Emco product numbers refer to 20 mm size. For other sizes, use the appropriate number of the same series.

Curb Boxes: Supply with stainless steel rods, Type 304 18-8 composition. The crimp at the top of the rod shall be designed to centre position the rod in the curb box standpipe and allow for easy rod rotation.

Certify by the manufacturer, that the weld holding the bottom clip can withstand turning torques. The bottom clip to accommodate the approved curb stops.

The cotter pin shall be stainless steel.

Trace/thaw cable fasteners.

Copper services – electrical grounding clamp.

Polyethylene services – electrical tape.

Curb Boxes for various sizes shall be as follows:

20 mm – 25 mm

Mueller No. A726 with a 300 mm adjustable telescopic box with Mueller No. A800 ribbed cover and a Mueller stainless steel rod (304SS) of a length to place the top of the rod 1 metre below the finished grade.

OR



Canada Brass Eclipse pattern Series 161 with a minimum 300 mm adjustable telescopic rod, Series 163 ribbed cover, a bronze pentagon cover plug and a stainless steel rod of a length to place the top of the rod 1 metre below finished grade.

40 mm – 50 mm

Mueller No. A753 with a 300 mm adjustable telescopic box with Mueller No. A800 ribbed cover, a Mueller stainless steel rod (304SS rod) of a length to place the top of the rod 1 metre below the finished grade.

OR

Canada Brass Eclipse pattern Series 161 with a minimum 300 mm adjustable telescopic rod and Series 163 ribbed cover, a bronze pentagon cover plug and a stainless steel rod of a length to place the top of the rod 1 metre below the finished grade.

Construction

The Contractor shall complete the following as part of the above tender item:

- Excavate and remove existing water service connection from the watermain to and including the curb shut off valve
- Supply and install new service connection from the New watermain to and including the curb stop shut off valve as per OPSD 1104.010 and OPSD 1104.020
- Should no curb stop shut off valve be existing, a new curb stop shut off valve shall be installed.
- Supply, place and compact bedding, cover and backfill material to the top of Granular 'B'
- Cathodic protection for all new water service connections shall be included in the above tender item as per OPSS.MUNI.442 and OPSD 1109.011

All costs associated with dewatering and temporary shoring/ support shall be included in the unit price for the above tender item

The contractor shall include all costs associated with the protection and support of existing utilities wherever required.

Measurement for Payment

Measurement for payment for the above tender item shall be by each service connection replaced.

Basis of payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.



13.21 HYDRANT SET INSTALLATION – ITEM 021

Scope of Work

Hydrant Set installation shall be in accordance with OPSS.MUNI.441 and the following special provisions

Materials

Hydrant

Mueller Canada Century Model **OR**

McAvity M-67

Minimum bury 7 feet; ports 2 x 2 ½"; pumper port 5.75"; 6 threads per inch.

Colour – Chrome yellow body, aluminum port and spindle caps.

Drain holes plugged.

Construction

Hydrants under these items shall be installed in accordance with OPSS.MUNI441 and OPD 1105.010

All bedding, cover, and backfill material shall be included in the unit price for this item complete to the underside of Granular 'B' subbase

Cathodic protection for all new Hydrant Sets shall be included in the above tender item as per OPSS.MUNI.442 and OPD 1109.011

Measurement for Payment

Subsection 441.09.01.03 is amended with the addition of the following:

Measurement under the unit price for this item shall include all bedding, cover, and backfill material compacted complete to the underside of Granular 'B' Subbase

Measurement for this item shall include the supply and installation of valve box complete

Basis of Payment

Payment at the Contract price for the above tender items shall be full compensation for all labour, Equipment, and Material to do the work.



13.22 TEMPORARY POTABLE WATER SYSTEM – ITEM 022

Scope of Work

The Temporary Potable Water System item pertains to any to all Temporary Portable Water Systems required to complete the work during the entire course of the project.

Construction

All work associate with the Temporary Potable water System shall be in accordance with OPSS.MUNI.493

Provide and maintain temporary water services to houses and businesses that are disconnected or isolated from the watermain, during the watermain construction for durations greater than 8 hours.

Notify the Township 24 hours, prior if temporary water impacts restaurant/food business establishments.

The temporary potable water system must be approved by the Contract administrator prior to installation.

Measurement for Payment

The Temporary Potable Water System item shall be paid on a lump sum basis

Basis of Payment

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material to do the work.

On completion of the supply, installation, flushing, disinfecting, and testing of the temporary potable water supply services prior to putting it in operation, a progress payment to 60% of the above item shall be made. The balance shall be prorated over the remainder of the working period.

Removal or draining of the temporary potable water supply services during freezing weather and its subsequent return to service shall be at no additional cost to the Owner.

13.23 CULVERT REMOVAL – ITEM 023

Scope of Work

The removal of pipe culverts shall be completed in accordance with the requirements of OPSS.MUNI.510 and as detailed in the Contract documents

During removal of culverts, care shall be taken to salvage culverts and limit damage. Should any culverts be deemed by the Contract Administrator in good condition they shall be delivered to the Township of Hornepayne Public Works Yard, located at 18 Becker Road.



Measurement for payment

CSP Culvert removal complete shall be measured by the linear meter from end of pipe to end pipe of the culvert being removed.

Basis of Payment

Payment at the contract price for the culvert items shall be in full compensation for all labour, equipment and materials to do the work, including the removal, disposal, and storage or culverts to relocated.

- 13.24 CROSS CULVERT – 450MM – ITEM 024
- 13.25 CROSS CULVERT – 600MM – ITEM 025
- 13.26 CROSS CULVERT – 750MM – ITEM 026
- 13.27 ENTRANCE CULVERT – 300MM – ITEM 027
- 13.28 ENTRANCE CULVERT – 400MM – ITEM 028
- 13.29 ENTRANCE CULVERT – 450MM – ITEM 029
- 13.30 ENTRANCE CULVERT – 500MM – ITEM 030
- 13.31 ENTRANCE CULVERT – 600MM – ITEM 031
- 13.32 ENTRANCE CULVERT – 750MM – ITEM 032

General

Flexible pipe culverts and extensions shall be corrugated steel pipe that conform to OPSS.MUNI.421 and OPSS.MUNI.1801

Subsection 421.07.12.01, the fifth paragraph is deleted in its entirety and replaced with the following:

The invert – elevations, slopes and cross falls of pipe culverts shall match those identified in the contract drawings. Pipe culverts shall be placed to a depth equal to one tenth the height or diameter of the pipe culvert below the bottom of ditch or stream bed. Bedding elevation shall be adjusted accordingly to the invert level.

The sixth paragraph is deleted in its entirety and replaced with the following:

The pipe culvert cut – end finish and end sections shall be square end.

Work is to include all associated excavation, backfilling, bedding and cover material, culvert materials and hardware and compaction requirements



Materials

OPSS 1801.05.01 is amended with the following:

Corrugated steel pipe products shall be according to CSA G401 and Appendix A of the same standard. Coatings shall be aluminized Type II

Corrugated steel pipe culverts with a diameter of 500mm or greater shall have a minimum wall thickness of 2.8mm. Corrugated steel pipe culverts with a diameter less than 500mm diameter shall have a 2.0mm steel thickness.

Materials for bedding and backfill of flexible pipe culvert installations shall be Granular 'A' material in accordance with OPSS.MUNI.1010 and OPSS.MUNI.401

Bedding and backfill material shall be placed in accordance with OPSS.MUNI.421 and OPSD 802.010 at locations as detailed in the contract documents.

The contractor shall submit a purchase order and material specifications document to the CA, which clearly states the manufacturer, material type, and material thickness prior to installation.

Measurement for Payment

CSP Culvert replacement complete shall be measured by the linear meter from end of pipe to end pipe of the newly installed culvert.

CSP Culvert relocation complete shall be measured by the linear meter from end of pipe to end of pipe of the relocated pipe culvert.

Measurement for payment for Granular 'A' bedding and backfill material shall be included in the unit item price of culverts with complete restoration to the bottom of granular 'B' subbase.

Basis of Payment

OPSS 421.10.01 is deleted in its entirety and replaced with the following:

Payment at the contract price for the culvert items shall be in full compensation for all labour, equipment and materials to do the work, including the supply and installation of pipe, dewatering, placing and compacting of bedding and backfill materials.

Bedding and backfill materials for Culvert replacement shall be included in the unit price for the tender item and paid accordingly.



13.33 GRANULAR 'B' SUBBASE – ITEM 033

Scope of Work

Granular B material and construction shall be in conformance with OPSS.MUNI.314, OPSS.MUNI.1010, and the following special provisions

Construction

Granular B within this tender item shall be for the Roadway Subbase only, all other Granular 'B' required within the project shall be incorporated within the associated tender item.

Subsection 314.07.01 of OPSS.MUNI.314 is amended by the addition of the following:

Granular materials shall be provided, placed, graded, and compacted at the locations and depths as indicated on the contracts drawings or as directed by the Contract Administrator.

Subsection 1010.08.01 of OPSS.MUNI.1010 is amended by the addition of the following:

Samples for the Owner shall be delivered within 24 hours of sampling

All Granular 'B' Road subbase Material shall be placed in lifts not exceeding 150mm and compacted to 98% Standard Proctor Maximum Dry Density.

Measurement for Payment

Measurement for Granular B material shall be by the Tonne as outlined in section 314.09.01.01.01. Material tickets must be available for all material delivered to the site. Tickets must be submitted to the contract administrator within 24 hours of the material being delivered to site, in order to be eligible for payment.

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.

13.34 GRANULAR 'A' ROAD BASE AND SHOULDERING – ITEM 034

Scope of Work

Granular A material and construction shall be in conformance with OPSS.MUNI.314, OPSS.MUNI.1010, and the following special provisions

Construction

Granular 'A' within this tender item shall be for the Roadway base and shouldering operations only, all other Granular 'A' required within the project shall be incorporated within the associated tender item.



Granular 'A' within this item shall include the following:

- Supply, place and compact Granular 'A' for new roadway base and intersection tie ins
- Supply, place and compact Granular 'A' for shouldering operations.

Subsection 314.07.01 of OPSS.MUNI.314 is amended by the addition of the following:

Granular materials shall be provided, placed, graded, and compacted at the locations and depths as indicated on the contracts drawings or as directed by the Contract Administrator.

Subsection 1010.08.01 of OPSS.MUNI.1010 is amended by the addition of the following:

Samples for the Owner shall be delivered within 24 hours of sampling

All Granular 'A' Road Base Material shall be placed in lifts not exceeding 150mm and compacted to 100% Standard Proctor Maximum Dry Density.

Measurement for Payment

Measurement for Granular A material shall be by the Tonne as outlined in section 314.09.01.01.01. Material tickets must be available for all material delivered to the site. Tickets must be submitted to the contract administrator within 24 hours of the material being delivered to site, in order to be eligible for payment.

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.

13.35 GRANULAR 'A' FOR DRIVEWAYS AND SIDEROADS – ITEM 035

Scope of Work

The work required under this tender item shall be for the restoration to residential driveways and sideroad intersections

Construction

The Contractor shall supply, place and compact Granular 'A' material to restore residential driveways to match new roadway grades and grades identified in the Contract Drawings.

The Contractor shall supply, place and compact Granular 'A' material for sideroad intersections to match new roadway grades.

Measurement for Payment



Measurement for Granular A material shall be by the Tonne as outlined in section 314.09.01.01.01. Material tickets must be available for all material delivered to the site. Tickets must be submitted to the contract administrator within 24 hours of the material being delivered to site, in order to be eligible for payment.

Basis of payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.

13.36 HL4 ASPHALT – 80MM (2 -40MM LIFTS) – ITEM 036

13.37 HL4 ASPHALT – 50MM – ITEM 037

Materials

Asphalt cement shall conform to OPSS.MUNI.1101. The PGAC Grade shall be 52-34

The percentage by weight of asphalt cement by contained in the pavement mixture of the HL4 shall be between 4.5% and 5.5%.

Equipment

The Contractor shall use all equipment required to complete the Work, as identified in OPSS.MUNI 310, as part of their bid price.

The contractor shall include in his bid price, the use of an Asphalt Material Transfer Vehicle, to be used on site for all mainline and intersection paving on this contract.

Construction

The hot mix asphalt depth shall be as specified on the contract drawings.

Section 310.07 of OPSS 310 is amended with the addition of the following:

The Contractor shall notify the CA of paving operations in writing 24 hours prior to work.

All asphalt cuts for excavation and removal limits, trenching and installation of curb and/or walkways shall be performed by saw cutting prior to removal of asphalt.

If uniform edge of the trench is not obtained, the Contractor shall re-cut prior to final paving.

The Contract shall provide saw cutting at all locations where paving operations matches into existing asphalt or asphalt that has had time to cool to ambient air temperature.

Subsection 310.07.01 Quality Control of OPSS.MUNI.310 is amended with the addition of the following:



The Contractor's paving superintendent shall continuously monitor the paving distribution to ensure the appropriate depth of asphalt is maintained throughout the paving operation. The Contractor shall document, certify and sign the distribution checks and provide the documents to the CA on a daily basis.

The Contractor is responsible for all quality control testing of materials to ensure conformance with the Contract Documents. Upon request, the Contractor shall provide to the CA with test results meeting applicable OPSS specifications.

Should any of the samples fail to meet the specifications, the Contractor shall remove the pavement and replace it with asphalt pavement as specified. The Contractor shall patch the holes where samples have been taken at his own expense.

Subsection 310.07.02 of Preparation of Foundation and Existing Pavement is amended by the addition of the following:

The Contractor is responsible for all grading work and base preparation prior to placement of asphalt paving, grades shall be constructed to the elevations specified within the Contract drawings. If elevations are not provided, the Contractor shall ensure the intent of the work using smooth transitions and lines. The Contractor shall ensure positive drainage and smooth transitions when matching existing features.

The Contractor shall do all cleaning, tack coating, patching of holes, and padding of depressions and irregularities, and other preparatory work necessary to produce a uniform surface in the finish work.

Subsection 310.07.05.01.04 Delivery is deleted in its entirety and replaced by the following:

Samples of asphalt cement shall be provided to the CA, if requested, free of charge.

Subsection 310.07.05.02.05 Delivery is deleted in its entirety and replaced by the following:

Samples for the Owner shall be delivered within 24 hours of sampling.

Section 310.08 Quality Assurance is amended with the addition of the following:

310.08.07 Surface Tolerance

The surface tolerances of any pavement surface shall be such that when tested with a 3 m straight edge placed anywhere, including the edge of pavement, in any direction on the surface, except across the crown or drainage gutters, there shall not be a gap between the bottom of the straight edge and the surface of the pavement:

- a) Greater than 6mm for all binder courses, levelling courses and padding, or
- b) Greater than 3mm for all surface courses. The Contractor shall provide all traffic control, as required, for the Owner to conduct surface tolerance measurements. All tolerance – related repairs shall be carried out according to the Repairs section

Longitudinal joints shall be constructed such that the elevation difference across the longitudinal joints shall not exceed 5 mm, when measured with a straight edge placed on the asphalt surface with a higher elevation and overhang the joint by not more than 50 mm. All joints which exceed the 5 mm tolerance shall be repaired such that the tolerance is met.



313.08.08 Surface Appearance

HMA deemed by visual appearance to have flushing, bleeding, segregation, fat spot, surface damage, cracking, chatter, or surface contamination but not limited to these, shall be considered deficient material or work. The Contractor shall provide traffic control, for all surface appearance assessments. Deficient material, mixture, and work shall be removed and replaced or repaired or asses a payment reduction.

313.08.09 Segregation

HMA exhibiting medium to severe mid-lane segregation shall be assessed a payment reduction or shall be repaired at the discretion of the Contract Administrator. From the time the Contract Administrator provides notification of mid-lane segregation, a maximum of 200 m² of HMA may be placed, to demonstrate the effectiveness of any repairs or adjustments or both made to defective paver. The repairs or adjustments or both shall be demonstrated to the Contract Administrator. If the repairs or adjustments or both to the paver do not eliminate midline segregation to the satisfaction of the Contract Administrator within 200 m² of HMA then the use of that paver shall be discontinued.

Other segregation shall be addressed in accordance with the following:

- a) Slightly segregated mix shall be accepted into the work with no payment reduction.
- b) Medium segregation in levelling courses or padding with a thickness greater than 40 mm, and binder courses shall normally be left in place with no payment reduction. However, any areas of medium segregation that deteriorates prior to being overlaid by another pavement course shall be repaired at no cost to the Owner.
- c) Medium segregation in surface courses shall be assessed a payment reduction or repaired at the discretion of the Contract Administrator.
- d) Severely segregated mix shall be repaired by removal and replacement. Levelling courses and padding with thickness less than 40 mm, bullnoses, and tapers that were not machine – laid and any areas of handwork shall not be assed on the basis of segregation but on the basis of other workmanship – related problems. However, if they deteriorate prior to being overlaid by another pavement course, the Contract Administrator shall assess the causes of deterioration before determining responsibility for the cost of repairs

Measurement for Payment

Subsection 310.09.01.01.02 of OPSS.MUNI.310 is amended by the addition of the following:

The unit measure for all HMA on this Contract shall be by the area.

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.



13.38 PAVEMENT MARKING – LINE PAINTING – ITEM 038

Scope of Work

Pavement markings shall comply with OPSS.MUNI.710 and Ontario Traffic Manual Book 11

Section 710.03 of OPSS.MUNI.710 is amended by the addition of the following:

Manual of Uniform Traffic Control Devices (MUTCD) means the same as the latest version of the Ontario Traffic Manual (OTM)

Subsection 710.05 of OPSS.MUNI.710 is amended by the addition of the following

Pavement markings shall be water borne traffic paint

Pavement markings shall be installed as per locations outlined in the Contract Drawings

Measurement for Payment

Measurement for Pavement Markings shall be by the Linear Meter as outlined in section 710.09.01.01.01.

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.

13.39 TOPSOIL (75MM THICKNESS) – ITEM 039

General

Topsoil shall contain no toxic elements or growth inhibiting materials and the consistency is friable when moist. The finished surface of topsoil shall be free from; debris and stones over 50mm diameter, coarse vegetative material 10mm diameter and 100mm length occupying more than 2% of the soil volume, and couch or crabgrass rhizomes.

Topsoil shall meet the requirements of Table 1:

TABLE 1

TOPSOIL MATERIAL REQUIREMENTS:

	Minimum	Maximum
Sand ^{Note 1}	40%	65%



Silt ^{Note 1}	20%	40%
Clay ^{Note 1}	15%	25%
Organic Matter ^{Note 1}	5%	11%
pH	6.0	8.0
Available Nitrogen	20 mg/kg	40 mg/kg
Phosphorus	10 mg/kg	60 mg/kg
Potassium	75 mg/kg	250 mg/kg
Calcium, Magnesium, Sulfur, and micro-nutrients	Note 2	Note 2

Notes:

1. Soil texture based on The Canadian System of Soil Classification
2. Present in balanced ratios to support germination and/or establishment of intended vegetation.

The following topsoil amendments are permitted as required to achieve the minimum requirements set out in Table 1:

- i. Fertilizer may be added as required. Fertilizer containing phosphorus shall only be applied subsurface, when seeding or sodding, by mixing it into the top layer of topsoil.
- ii. Organic matter: compost Category A in accordance with CCME PN1340, unprocessed organic matter, such as rotted manure, hay, straw, bark residue or sawdust, meeting the organic matter, stability and contaminant requirements.

Compost Category B may be used for landfill reclamation and large scale industrial applications.

- iii. Peat Moss:

- Derived from partially decomposed species of Sphagnum Mosses
- Elastic and homogeneous, brown in colour
- Free of wood and deleterious material, which could prohibit growth



- Shredded particle minimum size: 5 mm
- iv. Manure:
- Well-rotted and aged a minimum of three (3) years
 - May be sheep or steer manure
- v. Mushroom Compost
- vi. Sand: washed coarse silica sand, medium to coarse textured
- vii. Limestone:
- Ground agricultural limestone containing minimum calcium carbonate equivalent of 85%
 - Gradation requirements: percentage passing by weight, 90% passing 1.0 mm sieve, 50% passing 0.125 mm sieve
- viii. Bone Meal:
- Finely ground with a minimum analysis of 20% phosphoric acid

The Contractor shall be responsible for all Quality Control sampling and testing required to show complete conformance of the topsoil with this specification. These records shall be made available to the Contract Administrator upon request. The Township reserves the right to further test the material. Failed QA tests will be charged to the Contractor.

Testing shall be conducted by a qualified laboratory holding a valid certificate from Ontario Ministry of Agriculture and Food (OMAFRA) and/or Canadian Association for Laboratory Accreditation (CALA).

Quality Control test results shall indicate conformance with pH, Organic Matter, Available Nitrogen, Phosphate, and Potassium parameters listed in Table 1.

Measurement for Payment

Measurement shall be by the area of square meters of topsoil imported and placed to the depths specified on the Contract Drawings.

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.



13.40 SOD – ITEM 040

Scope of Work

This section covers the requirements for the supply and placement of sod for reinstatement of excavated and disturbed areas as indicated on the Contract Drawings

Sod supplied shall be Kentucky Blue Grass

Construction

The Contractor shall supply and install sod as per OPSS.MUNI.803.

Sod shall be staked on slopes greater than 3:1

Section 803.07.05 of OPSS.MUNI.803 is amended with the addition of the following:

If the thirty (30) day maintenance period extends after October 15th, the portion of the period after October 15th will continue the following year after May 15th.

The Contractor shall place sod in all locations identified in the contract documents.

Measurement for Payment

Measurement for Sod shall be by the area in meters squared imported and placed.

Measurements shall be taken of the areas of sod placed upon completion of the work.

The Owner will not pay for sod restoration, as a result of areas damaged by the contractor beyond the original sod limits identified in the field.

Basis of payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.

13.41 GROUND MOUNTED SIGNS – ITEM 041

Scope of Work

The installation of Ground Mounted Signs shall be in accordance with OPSS.MUNI.703

Signs shall be in accordance with OPSS.MUNI.2001 as specified in the Contract Documents.

The Contractor is to supply all new ground mounted signs to be used in this Contract

The Contractor is to remove and reinstall all ground mounted for this Contract



Details regarding location placements of all ground mounted signs with the applicable OPSD are outlined in the drawings

Materials

The Contractor Shall supply all signs as specified in the Contract Documents

The Contractor Shall submit a purchase order and material specifications document to the Contract Administrator, which clearly states the manufacturer specifications for the ground mounted signs, prior to installation.

All signs are to include new ground mounted system as per OPSD 990.110

Construction

The Contractor shall remove and reinstall all signs as indicated on the Contact Drawings

The Contractor shall remove and replace all signs as indicated on the Contact Drawings

Measurement for Payment

Measurement for payment shall be for each sign installed

Basis of Payment

Payment at the contract price for the above tender item shall be for full compensation for all labour, equipment, and material required to perform the work.
